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NO. DC-19-09828

D&T PARTNERS, LLC) IN THE DISTRICT COURT (Successor in interest to ACET VENTURE PARTNERS, LLC), Plaintiff VS.) DALLAS COUNTY, TEXAS ACET GLOBAL, LLC; BAYMARK ACET HOLDCO, LLC; BAYMARK MANAGEMENT, LCC; BAYMARK MANAGEMENT, LLC; BAYMARK PARTNERS; DAVID HOOK; TONY LUDLOW; and WINDSPEED TRADING, LLC, Defendants) 116th JUDICIAL DISTRICT

REMOTE ORAL AND VIDEOTAPED DEPOSITION OF

MARC COLE

April 1, 2021

Volume 2

REMOTE ORAL AND VIDEOTAPED DEPOSITION OF MARC COLE, produced as a witness at the instance of the PLAINTIFF, and duly sworn, was taken in the above-styled and numbered cause on April 1, 2021, from 10:18 a.m. to 12:28 p.m., via videoconference, before Karen Usher, CSR in and for the State of Texas, reported by machine shorthand, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached hereto.

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1 APPEARANCES	1 INDEX
FOR THE PLAINTIFFS: MR. JASON B. FREEMAN MR. ZACHARY MONTGOMERY Freeman Law, PLLC 2595 Dallas Parkway Site 420 Frisco, Texas 75034 (214) 984-3410 jason@freemanlaw.com POR THE DEFENDANTS BAYMARK ENTITIES, DAVID HOOK, TONY LUDLOW: MR. EDWARD PERRIN Hallett & Perrin 1445 Ross Avenue Suite 2400 Dallas, Texas 75202 (214) 953-0053 eperrin@hallettperrin.com FOR THE DEFENDANT WINDSPEED TRADING, LLC: MS. BRENDA HARD-WILSON Higier Allen 19	PAGE Appearances
Page 208 1 FOR THE WITNESS: 2 MR. JOHN DAVID BLAKLEY Dunn Sheehan LLP 3 3400 Carlisle Street Suite 200 4 Dallas, Texas 75204 (214) 764-8333 5 jdblakley@dunnsheehan.com ALSO PRESENT: 7 Mr. Tomer Damti Mr. Matt Denegre 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 210 1 PROCEEDINGS MR. PERRIN: One, I'd like to reflect 3 we're on the record again with the continuation of the 4 deposition of Marc Cole number one. Number two, this 5 deposition is being recorded by Mr. Freeman's office, 6 and we request that a copy of the recording of the 7 entire deposition as soon as possible. Would that be 8 possible, Zach? 9 MR. MONTGOMERY: Yes. 10 MR. PERRIN: And I believe the 11 appearances today are the same, except I think, Zach, 12 you're here on behalf of the plaintiff? 13 MR. MONTGOMERY: That is correct. 14 MR. PERRIN: And it's Zach Montgomery, 15 for the record. 16 This deposition was adjourned from Monday 17 and is being continued today upon agreement of the 18 parties, and would like to ask if any objections going 19 forward with the deposition today with the parties and 20 counsel present. MR. BLAKLEY: This is J.D. Blakley, 22 counsel for the third-party deposition witness. We have 23 agreed to be here for approximately an hour and a half 24 of additional record time and have no objection to pursuing per that agreement that we made on Monday.

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1	MR. PERRIN: Thank you, J.D.	1	manager, member or otherwise of Super G?
2	All right. Then let's let's move	2	A. No.
3	forward then. Just Mr. Montgomery, for your benefit,	3	Q. Has any entity in which Baymark Partners is or
4	we do have an agreement in place that one objection by	4	was an owner, manager, member, et cetera, ever been an
5	J.D. on behalf of the witness or the defendants will	5	owner or manager or member of Super G?
6	serve as an objection for all, and we've had that	6	A. No.
7	before.	7	Q. Has Baymark Management, LLC, ever been an
8	And now I'd like to Mr. Cole, I would	8	owner, manager or member of Super G?
9	like to remind you that you were sworn in at the	9	A. No.
10	commencement of your deposition, and this is a	10	Q. Prior to this transaction, has Super G ever
11	continuation of that deposition; so you're still under	11	done business with David Hook?
12	oath. Do you understand that?	12	A. No.
13	THE WITNESS: I understand.	13	Q. Prior to this transaction, has Super G ever
14	MR. PERRIN: All right.	14	done business with an entity in which David Hook is or
15	EXAMINATION	15	was an owner, manager, member, officer or director?
16	BY MR. PERRIN:	16	A. Not that I'm aware of.
17	Q. Mr. Cole, I represent the following	17	Q. And prior to this transaction, has Super G
18	defendants: ACET Global, LLC, Baymark ACET Holdco, LLC,	18	ever done business with Tony Ludlow?
19	Baymark ACET Direct Invest, LLC, Baymark Management,	19	A. I don't believe so, no.
20	LLC, Baymark Partners, LLC, David Hook, and Tony Ludlow.	20	Q. And prior to this transaction, has Super G
21	Do you understand that?	21	ever done any business with any entity in which Tony
22	A. Yes.	22	Ludlow is or was an owner, manager, member, officer or
23	Q. I'd like to have an agreement with you. When	23	director?
24	I refer to the Baymark defendants, I'll be referring to	24	A. No.
25	all those defendants. All right?	25	Q. Have you ever before this transaction, have
	Page 212		Page 214
1	A. Understood.	1	you ever done business with any of the Baymark parties?
2	Q. And at some point in time, I may refer to	2	A. I have not, no.
3	"Baymark parties," and that will be the Baymark	3	Q. Has Super G?
4	defendants plus one other entity, which is Baymark	4	A. No.
5	Partners Management, LLC. Can we have that	5	Q. Have you ever spoken to Tony Ludlow?
6	understanding too?	6	A. I don't believe so.
7	A. Yes.	7	Q. Have you ever spoken to David Hook?
8	Q. Thank you. Mr. Cole, has David Hook ever been	8	A. I don't believe so.
9	an owner, manager, member, officer, director or	9	Q. Never met him?
10	otherwise affiliated with Super G?	10	A. No.
11	A. No.	11	Q. How did you become you've already
12	Q. Has any entity in which David Hook is or was	12	testified, we've discussed, that this involved an Asset
13	an owner, manager, member, officer, director ever been	13	Purchase Agreement this case does, involved an Asset
14	an owner, manager, member or otherwise affiliated with	14	Purchase Agreement involving ACET Global and some other
	- g G9	15	parties, correct?
15	Super G?	1 13	
15 16	Super G? A. No.	16	A. Yes.
	1		A. Yes. Q. And that was in July of 2017?
16	A. No.	16	
16 17	A. No. Q. Has Tony Ludlow ever been an owner, manager,	16 17	Q. And that was in July of 2017?
16 17 18	A. No. Q. Has Tony Ludlow ever been an owner, manager, member, officer, director of Super G?	16 17 18	Q. And that was in July of 2017?A. Approximately.
16 17 18 19	A. No. Q. Has Tony Ludlow ever been an owner, manager, member, officer, director of Super G? A. No.	16 17 18 19	Q. And that was in July of 2017?A. Approximately.Q. And I'll refer to that as the "APA
16 17 18 19 20	A. No. Q. Has Tony Ludlow ever been an owner, manager, member, officer, director of Super G? A. No. Q. Has any entity in which you're aware Tony	16 17 18 19 20	Q. And that was in July of 2017?A. Approximately.Q. And I'll refer to that as the "APA transaction" going forward. Is that all right? Do you
16 17 18 19 20 21	A. No. Q. Has Tony Ludlow ever been an owner, manager, member, officer, director of Super G? A. No. Q. Has any entity in which you're aware Tony Ludlow is or was an owner, manager, officer or director	16 17 18 19 20 21	Q. And that was in July of 2017?A. Approximately.Q. And I'll refer to that as the "APA transaction" going forward. Is that all right? Do you understand?
16 17 18 19 20 21 22	A. No. Q. Has Tony Ludlow ever been an owner, manager, member, officer, director of Super G? A. No. Q. Has any entity in which you're aware Tony Ludlow is or was an owner, manager, officer or director ever been an owner, manager, member or otherwise	16 17 18 19 20 21 22	 Q. And that was in July of 2017? A. Approximately. Q. And I'll refer to that as the "APA transaction" going forward. Is that all right? Do you understand? A. Yes.

Page 215 Page 217 1 Capital was in the business of making commercial loans. 1 Q. If you look at Page 28, whose signature is 2 I had a Dallas-area loan officer named Steven Bellah who 2 that? 3 brought to the firm's attention that there was an 3 4 opportunity to finance the acquisition of ACET. 4 Q. Is that a true and correct copy of your 5 Q. And did he tell you anything about the parties 5 signature? 6 6 A. Yes, it is. 7 7 A. My understanding was that a Dallas-area Q. Is this a true and correct copy of the 8 8 private equity firm was acquiring a controlling interest Business Loan & Security Agreement? 9 in the company, named -- and that party was Baymark. 9 A. Yes. 10 10 Q. Let me have one clarification for the record. Q. And if you look at this, it provides for an 11 It was done in your last deposition. I want to have the 11 amount of first loan of how much? 12 understanding with you as well, as was before, we're 12 A. \$750,000. 13 Q. Now, of that amount, only \$733,308.44 was asking you questions today as a corporate representative 13 14 on behalf of Super G. And that is what I'm asking when 14 disbursed. Do you see that? 15 I say "you" or otherwise, unless I specify you 15 A. Yes. 16 individually. Can we have that agreement? 16 Q. Yeah, the remaining disbursement amount on the 17 17 screen there. 18 Q. Would that change any of your prior answers 18 A. I see it. 19 today? 19 Q. Is this a -- generally, the standard form of the loan agreement and security agreement used by Super 20 A. No. 20 21 Q. Let's take a look, if you would, at 21 22 Plaintiff's Exhibit 8. That's not Exhibit 8. 22 A. Yes, it was at the time. 23 A. No. 23 Q. Okay. I'd ask you to turn to the fourth page 2.4 Q. Exhibit 8 is the -of this agreement, Section 2.8, "Escrow Account." 2.4 25 A. The loan agreement. 2.5 A. Yes. Page 216 Page 218 1 MR. PERRIN: Yeah. I think you put up --1 Q. And what's the purpose of this provision? Why 2 I think that's Defendants' Exhibit 8, Chase. 2 is your understanding you needed to have it? 3 THE VIDEOGRAPHER: Okay. We may have 3 A. This was a very unusual provision for Super G 4 another issue. Those are the only exhibits. I was only 4 Capital. We rarely used escrow accounts. My belief is 5 5 given Defendants' Exhibits. that it was due in part to enhanced risk that I or THE REPORTER: Ed, I sent him the exhibits 6 6 others saw in the transaction. 7 you sent me. 7 Q. Okay. If you look at Section 3, "Security 8 8 MR. PERRIN: Karen, the other exhibits Interest in the Collateral," why, to your understanding, 9 were introduced in the last hearing -- in the first part 9 is this provision included in the security agreement? 10 of this deposition. 10 A. This provision is standard in every commercial 11 THE REPORTER: All right. Let's go off 11 loan agreement. We -- Super G Capital is a secured 12 the record, and I'll send them to Chase right now. 12 lender, and this is the provision to secure the 13 MR. PERRIN: Great. Thank you. 13 collateral. 14 (Break taken from 10:25 a.m. to 14 Q. And begins the -- outlining your legal rights 15 10:33 a.m.) 15 with respect to the collateral? Q. (BY MR. PERRIN) Mr. Cole, this is Exhibit 8. 16 16 A. Yes, the fundamental rights below. 17 It's entitled a "Business Loan & Security Agreement" 17 Q. And then if you look at the bottom of that 18 dated July 20th, 2017. Do you see that? 18 page, 3.4, it appoints Super G as the 19 A. I do. 19 "attorney-in-fact." Do you see that? 2.0 Q. And I'm going to ask that you take a look at 20 A. Yes. 21 the signature page for that document, which is Page 27 2.1 Q. And why would you want that? 22 of the document. 22 A. The lender would require that -- in the event 23 A. Yes, I see it. 23 the borrower was acting improperly with the collateral, 24 Q. Page 27, whose signature is that on Page 27? 24 that the lender has the ability to act as their 25 A. David Hook. 25 attorney-in-fact to make the proper decisions, for

Page 219 Page 221 1 example, secure insurance if the assets were being 1 rates. Anything other than that required the lender's 2 uninsured, put them in a secure location if the assets 2 permission. 3 were not being properly maintained. It's meant to 3 Q. Thank you. If you look at -- on Page 12, 4 protect the lender's collateral. 4 Section 7, "Events of Default." 5 Q. All right. So this protects the lender's 5 A. Yes. 6 6 Q. Did events of default occur with respect to 7 7 the ACET Global loan? If you look at 3.4, in the third line, it 8 8 says you're going to take those steps and be A. Yes. 9 9 Q. Can you look at Section 8 on Page 14? attorney-in-fact, "So as to permit the lender to take A. Yes. 10 any action and execute any instrument that Lender deem 10 11 necessary or advisable to accomplish the purpose of this 11 Q. And this gives the remedies that are available 12 Agreement, including but not limited to the continuing 12 to Super G upon default? 13 perfection of Lender's security interest." 13 A. That's correct. Do you see that? Q. And under Section 8.3, it recites that Super G 14 14 15 A. I do. 15 had the right to make such payments and do such acts as 16 Q. Was it important to Super G that it be able to 16 lenders considered necessarily or reasonable to protect 17 take any acts necessary to protect its collateral? 17 the security interest in the collateral; is that 18 A. Yes. It's a standard requirement in a 18 correct? 19 commercial loan transaction. 19 A. That's correct. Q. Is it your understanding you had the power to 20 Q. Did it do so in this case? 20 21 A. Well, ultimately, yes, in the foreclosure of 21 do that? 22 22 A. Yes. 23 Q. Okay. If you look at Page 10 of this 23 Q. And look at Section 8.5 at the top of the next document, Section 6, "Negative Covenants" --2.4 2.4 A. Yes, that's the sale of the collateral. 25 A. Yes. 25 Page 220 Page 222 1 Q. -- 6.3 talks about disposition of assets. Do 1 Q. So this gave Super G the right to sell the 2 you see that? 2 collateral, according to your understanding? 3 A. Yes. 3 A. Yes. 4 4 Q. All right. According to your understanding, Q. Would you look at Addendum 2. 5 could ACET Global do anything with these assets without 5 MR. PERRIN: And Chase, that will be at 6 first getting your permission -- Super G's permission or 6 the bottom of the page. It says, "Supplement - Page 7 7 consent? 8 8 MR. FREEMAN: Objection, form. A. I see it. THE VIDEOGRAPHER: I'm sorry. The bottom 9 A. You said Global could --9 10 MR. PERRIN: What's the nature of the 10 of which page? 11 objection, Jason? 11 MR. PERRIN: The bottom -- there's two 12 MR. FREEMAN: It's an improper question. 12 numbers at the bottom of the page. There's one for the 13 You're asking for anything. 13 document, and then there's a stamp on there. It says, MR. PERRIN: Thank you. 14 14 "Supplement Page." It would be "Supplement- Page 31." 15 Q. (BY MR. PERRIN) Are you going to answer --15 Q. (BY MR. PERRIN) If you go to the top of that MR. FREEMAN: It calls for a legal -- it 16 16 page, it's Addendum Conditions to Funding. Do you see 17 calls for a legal conclusion. 17 that, Mr. Cole? 18 Q. (BY MR. PERRIN) Mr. Cole, did you have an 18 A. Yes. 19 understanding of whether or not ACET Global could 19 Q. If you look at A(3), A(3) requires a 20 dispose or do -- get rid of the assets in any way 20 "Collateral Assignment of Rights Under Acquisition 21 without the consent or permission of Super G? 21 Transaction Documents and Subordination Agreement 22 A. ACET Global required Super G's permission 22 between the Borrower and Lender and acknowledged by 23 other than what is deemed to be an ordinary course sale, 23 Seller Parties." 24 meaning the regular selling of inventory as it would in 24 Do you see that? 25 an arms-length transaction to a customer at standard 25 A. I do.

	Page 223		Page 225
1	Q. Why was that a condition to funding?	1	A. Purpose of that provision is to assure that
2	A. It was a condition of funding because there	2	the business has adequate working capital to stay
3	were rights holders in the collateral, and Super G	3	solvent.
4	Capital's loan was conditioned on being senior secured	4	Q. Did ACET Global violate that financial
5	first lien perfected in the assets. And so that was a	5	covenant?
6	condition to receive the capital, that Super G be	6	A. They did.
7	secured first	7	MR. PERRIN: Chase, can we now go to
8	Q. What excuse me. Are you through with	8	Plaintiff's Exhibit Number 9?
9	your I'm sorry. Did I interrupt you, or are you	9	Q. (BY MR. PERRIN) Do you have that in front of
10	through?	10	you, Mr. Cole?
11	A. That was for the collateral assignment. And	11	A. I do.
12	the subordination agreement was a condition precedent	12	Q. I'd ask you to turn to Page 42 of that
13	because there was, as you know, a seller note which	13	agreement.
14	needed to be subordinated to Super G Capital's full	14	A. Yes.
15	collection of its loan and all obligations.	15	Q. Is that your signature?
16	Q. Why did Super G want the subordination	16	A. It is.
17	agreement to be acknowledged by the seller parties?	17	Q. And you were signing on behalf of Super G
18	A. Adding the subordinated note holder as to	18	Capital?
19	the acknowledgment is deemed additional assurances, belt	19	A. I did.
20	and suspenders, if you will, that the party understands	20	Q. And on the prior page, can you tell me whose
21	that the senior lender will be paid in full before the	21	signature that was?
22	subordinated lender is paid.	22	A. David Hook.
23	Q. If you look at conditions of funding on the	23	Q. On behalf of ACET Global?
24	Addendum 2 at A, 5, it says, "Management Fee	24	A. Yes.
25	Subordination Agreement among Manager, Borrower and	25	Q. If this collateral assignment had not been
	Page 224		Page 226
1	Page 224 Lender." Why was that a condition to funding?	1	Page 226 signed, would Super G have funded the loan?
1 2		1 2	
	Lender." Why was that a condition to funding?		signed, would Super G have funded the loan?
2	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to	2	signed, would Super G have funded the loan? A. No.
2	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination	2 3	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants'
2 3 4	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the all parties,	2 3 4	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1.
2 3 4 5	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the — all parties, including the equity sponsor, understand that the senior	2 3 4 5	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.)
2 3 4 5 6	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the	2 3 4 5 6	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of
2 3 4 5 6 7	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation.	2 3 4 5 6 7	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you?
2 3 4 5 6 7 8	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation. Q. So according to your understanding of the	2 3 4 5 6 7 8	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you? A. Let me confirm. I have some loose papers that
2 3 4 5 6 7 8	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation. Q. So according to your understanding of the agreement, nothing could be paid to the Baymark parties	2 3 4 5 6 7 8	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you? A. Let me confirm. I have some loose papers that I believe are Exhibit 1.
2 3 4 5 6 7 8 9	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the — all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation. Q. So according to your understanding of the agreement, nothing could be paid to the Baymark parties that were the buyer before your loan was paid off?	2 3 4 5 6 7 8 9	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you? A. Let me confirm. I have some loose papers that I believe are Exhibit 1. Q. (BY MR. PERRIN) Look at the screen. This is
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2 3 4 5 6 7 8 9 10 11	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the — all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation. Q. So according to your understanding of the agreement, nothing could be paid to the Baymark parties that were the buyer before your loan was paid off? A. In the liquidation. I would need to read the management fee agreement to understand if there were	2 3 4 5 6 7 8 9 10 11	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you? A. Let me confirm. I have some loose papers that I believe are Exhibit 1. Q. (BY MR. PERRIN) Look at the screen. This is what it's supposed to look like. It's the "Management Fee Subordination Agreement."
2 3 4 5 6 7 8 9 10 11 12 13	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation. Q. So according to your understanding of the agreement, nothing could be paid to the Baymark parties that were the buyer before your loan was paid off? A. In the liquidation. I would need to read the management fee agreement to understand if there were payments permitted on it during the amortization of the	2 3 4 5 6 7 8 9 10 11 12 13	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you? A. Let me confirm. I have some loose papers that I believe are Exhibit 1. Q. (BY MR. PERRIN) Look at the screen. This is what it's supposed to look like. It's the "Management Fee Subordination Agreement." A. Okay. All right. Found it.
2 3 4 5 6 7 8 9 10 11 12 13 14	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the — all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation. Q. So according to your understanding of the agreement, nothing could be paid to the Baymark parties that were the buyer before your loan was paid off? A. In the liquidation. I would need to read the management fee agreement to understand if there were payments permitted on it during the amortization of the senior loan. But in a liquidation, those payments would	2 3 4 5 6 7 8 9 10 11 12 13 14	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you? A. Let me confirm. I have some loose papers that I believe are Exhibit 1. Q. (BY MR. PERRIN) Look at the screen. This is what it's supposed to look like. It's the "Management Fee Subordination Agreement." A. Okay. All right. Found it. Q. Do you see that?
2 3 4 5 6 7 8 9 10 11 12 13 14 15	Lender." Why was that a condition to funding? A. I assume the management fee was being paid to the buyer, Baymark; and similar to the subordination agreement, it is imperative that the — all parties, including the equity sponsor, understand that the senior lender will be paid in full before they are paid in the liquidation. Q. So according to your understanding of the agreement, nothing could be paid to the Baymark parties that were the buyer before your loan was paid off? A. In the liquidation. I would need to read the management fee agreement to understand if there were payments permitted on it during the amortization of the senior loan. But in a liquidation, those payments would be frozen.	2 3 4 5 6 7 8 9 10 11 12 13 14 15	signed, would Super G have funded the loan? A. No. Q. Please take a look now at Defendants' Exhibit 1. (Defendant's Exhibit 1 marked.) Q. (BY MR. PERRIN) Do you have that in front of you? A. Let me confirm. I have some loose papers that I believe are Exhibit 1. Q. (BY MR. PERRIN) Look at the screen. This is what it's supposed to look like. It's the "Management Fee Subordination Agreement." A. Okay. All right. Found it. Q. Do you see that? A. Yes.
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	Page 227		Page 229
			Page 229
1	Management Fee Subordination Agreement?	1	information." And the first section says, "Flow of
2	A. I believe it is.	2	funds into ACET Global at closing."
3	Q. I don't know if I asked you this about the	3	MR. BLAKLEY: It's going to be the second
4	Collateral Assignment Agreement, which was Defendants'	4	attachment for you, Marc.
5	Exhibit 9. Was that a true and correct copy of the	5	THE WITNESS: I have it open on my
6	Collateral Assignment that you signed?	6	screen.
7	A. Yes, I believe so.	7	MR. PERRIN: Chase, have you found that?
8	Q. If you look at Defendants' Exhibit Number 2.	8	THE VIDEOGRAPHER: Sorry. I have not.
9	A. Yes.	9	That is that is what I have emailed to me labeled
10	(Defendant Exhibit 2 marked.)	10	Defendant Exhibit 12.
11	Q. (BY MR. PERRIN) This is entitled a "Pledge	11	MR. PERRIN: What do you have as 13 then?
12	Agreement."	12	THE VIDEOGRAPHER: One second.
13	A. Yes.	13	MR. PERRIN: All right. Let's for the
14	Q. If you'd look at the at Page 10 of the	14	record, we'll refer to this as Exhibit 13. It is a
15	Pledge Agreement. The first page is signed by David	15	A. Yes, I have it. I see it. It matches.
16	Hook on behalf of Baymark ACET Holdco.	16	(Defendant Exhibit 13 marked.)
17	A. I see that.	17	Q. (BY MR. PERRIN) And this is entitled at the
18	Q. Is that your signature on the second Page	18	top, "ACET acquisition wire instructions, account
19	10 at Bates stamp 001110, is that your signature on the	19	information in U.S. dollars."
20	block for Super G Capital?	20	Do you see that?
21	A. Yes.	21	A. Yes.
22	Q. Is this a true and correct copy of the Pledge	22	Q. And at the bottom of the page, it's Bates
23	Agreement?	23	stamped BP008411?
24	A. I believe so.	24	A. I'm in the spreadsheet.
25	Q. If you turn to Exhibit 12, Defendants'	25	Q. Okay. Can you tell me how much money was
		_	
	Page 228		Page 230
1		1	
1 2	Exhibit 12.	1 2	flowed out of ACET Global at closing to the sellers?
2	Exhibit 12. (Defendant Exhibit 12 marked.)	2	flowed out of ACET Global at closing to the sellers? A. \$850,000.
2 3	Exhibit 12. (Defendant Exhibit 12 marked.) A. Excel spreadsheet.	2 3	flowed out of ACET Global at closing to the sellers? A. \$850,000. Q. Now, in your prior —
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Page 231 Page 233 1 A. On paper, the debt service coverage ratio was 1 Q. And that would be what type of portion -- and 2 over two times, which is considered strong. 2 how would that consideration be calculated? 3 Q. And the cash flow is based upon the prior 3 A. It's negotiated between the buyer and the 4 earnings of the company or not? 4 seller. It is a function of the demand for the 5 A. Super G Capital used an adjusted EBITDA as a 5 acquisition. Sellers want as much money up front as 6 proxy for cash flow. Yes, up -- including the prior 6 possible, and buyers want to structure their cash out 7 7 periods and the trailing 12-month period. the door to protect themselves. And lenders, in this 8 8 Q. And if the adjusted EBITDA is overstated, case, are focused on the company having sufficient cash 9 9 would that result in you making a larger loan than maybe flow to repay the senior lender. And those three 10 could have been accommodated or paid? 10 parties either can find an acceptable solution, or 11 A. Yes. 11 there's no transaction. 12 Q. Now, in this case, after the closing, did ACET 12 Q. If a seller's note is based on cash flow, what 13 relationship does the value of that note have to do with Global ever come close to approximating those type of 13 cash flow numbers that you relied upon in making this 14 14 the value of the assets of the company? 15 15 A. It's difficult for me to answer that question. 16 MR. FREEMAN: Objection, form. 16 I believe, in this case, the seller note was not a 17 Q. (BY MR. PERRIN) Go ahead, Mr. Cole. You can 17 performance-based earn-out. I'm not that close to the 18 answer that. 18 Asset Purchase Agreement. I believe this --19 A. No, it did not. 19 Q. We went -- go ahead. I'm sorry. Are you --20 Q. Do you have any opinion as to how accurate the 20 A. I believe the seller note was -- the payments 21 cash flow numbers were that you relied upon? 21 on the seller note were governed by the senior lender, 22 MR. FREEMAN: Objection, form. 22 in this case, Super G Capital's ability to receive its 23 A. My opinion is they were significantly 23 full payments of principal and interest. inaccurate. They were significantly overstated. 2.4 2.4 Q. We went over the subordination of the seller 25 Q. (BY MR. PERRIN) So let me ask you again. note. Is that a fairly standard practice in these type 25 Page 232 Page 234 1 1 First of all, do you have an opinion as to whether or of transactions? 2 not those cash flow numbers provided by the seller were 2 A. Completely standard. 3 3 overstated? Just let me know yes or no, and then I'll Q. And in this case, according to your 4 ask you your opinion. 4 understanding, the seller walked away from closing with 5 5 A. Could you repeat the question? over \$800,000? 6 Q. Do you have an opinion as to whether or not 6 A. Yes. 7 7 the cash flow numbers provided by the seller were Q. Did anyone else receive any money from that 8 8 overstated? transaction and walk away with that? 9 A. Yes, I have an opinion. 9 MR. FREEMAN: Objection, form. 10 Q. And what is that opinion? 10 A. I don't see anyone else in the sources and 11 A. That those numbers were overstated. 11 uses receiving money other than a loan was paid off, 12 12 Q. Significantly? which would also presumably benefit the seller. MR. FREEMAN: Objection, form. 13 Q. (BY MR. PERRIN) How much money did Baymark 13 A. Yes, in my opinion. 14 ACET Holdco put into this transaction at the closing? 14 15 15 Q. (BY MR. PERRIN) Overstated by how much? A. \$400,000. MR. FREEMAN: Objection, form. 16 16 Q. And y'all put in 750? A. I'm not sure. 17 17 A. Thousand dollars, correct. 18 O. (BY MR. PERRIN) And in a transaction like 18 Q. To the best of your knowledge, who was the 19 this, is the seller note -- how would a seller note be 19 only person who walked away with cash in this closing determined in a transaction like this? 2.0 20 transaction? 21 A. Could you ask the question a different way? 21 A. The seller. 22 Q. Yeah. When you have a cash flow deal, what 22 Q. All right. After the closing, were there any 23 normally does the seller's note represent? 23 problems with the performance of ACET Global? 24 A. A portion of the acquisition consideration not 24 25 paid at closing. 25 Q. What type of problems?

Page 235 Page 237 1 A. While my memory of the events is not 1 Q. Can you tell us what that is? 2 particularly useful, my notes show that the loan needed 2 A. It's an email from Super G Capital's employee, 3 to be amended fairly quickly, and there was an amendment 3 Steve Bellah, to the Baymark team describing a 4 in December of 2017 reducing the payment due to the 4 conversation around support for the company and making a 5 company's insufficient cash flow. 5 recommendation for a partial restructuring of the Super MR. FREEMAN: Objection, form of the 6 6 G Capital loan. 7 7 Q. Now, when you previously discussed that it had prior question. 8 8 Q. (BY MR. PERRIN) Turn to Exhibit -to be amended in December of 2017, is this what you were 9 9 Defendants' Exhibit 6. referring to? 10 (Exhibit 6 marked.) 10 A. Yes. 11 A. I see an email. 11 Q. And in the first paragraph, it talks about, at 12 Q. (BY MR. PERRIN) All right. Could you take a 12 the end, about the efforts of Lux 214, which Mr. Bellah 13 look at that and tell me what that is? 13 also viewed as an endorsement from ownership that you MR. FREEMAN: Hey, Ed, have you provided 14 14 were willing to invest in the continued development of 15 us a copy of these marked exhibits you've got? 15 the company. Was it your understanding that the Baymark 16 MR. PERRIN: Sure have. 16 parties were willing to do so? 17 MR. FREEMAN: I don't think we've got 17 A. I'm not familiar with Lux 214. 18 them marked like this. 18 Q. Well, in the second paragraph, it talks about 19 MR. PERRIN: I sent them to Karen like 19 demonstrating their optimism with more financial support 20 that, and copied everybody on it. She asked me to do 20 for the company. Do you see that? 21 21 A. I do. so. I did so. 22 MR. FREEMAN: Do y'all mind -- do you 22 Q. Was it your understanding that the principals 23 mind shooting us a copy of these? 23 of Baymark ACET Holdco were willing to contribute more MR. PERRIN: Karen, can you shoot him what 2.4 24 25 25 MR. FREEMAN: Objection, form. I sent to everybody or --Page 236 Page 238 1 1 THE REPORTER: Sure. If we can go off the A. I understand from this email that Super G 2 2 Capital's support for the company was predicated on record for a moment. 3 MR. PERRIN: Yeah, let's go off the record 3 Baymark putting in more capital, more equity. 4 4 for a minute. Q. (BY MR. PERRIN) And did Baymark do so? 5 (Break taken from 11:02 a.m. to 5 A. Yes. 6 11:02 a.m.) 6 Q. And what was the amount they put in at this 7 7 MR. PERRIN: J.D., would you please time? 8 8 recite for the record what you found with respect to the A. It's difficult to tell from this email. I 9 email requested about the Defendant's exhibits being 9 would need to see the -- I believe the loan was amended, 10 provided to the court reporter and counsel of record? 10 and I could -- okay. I see the loan was amended. If 11 MR. BLAKLEY: Yeah. One second. I am 11 you don't mind me skipping to Exhibit 8 -- no, that's a 12 different amendment. I'm not sure whether we went with 12 looking at an email from Tuesday, March 30th at 13 3:46 p.m. from Stacey Goldfarb at Hallett & Perrin to 13 what is labeled Scenario 1 or Scenario 2. 14 14 Ms. Usher, the court reporter, copying Woods, Brenda Q. Well, I'll tell you what. Take a look at 15 15 Hard-Wilson, Ed Perrin, Jennifer Poe, Jason Freeman, Defendants' Exhibit 3. (Defendant Exhibit 3 marked.) 16 Mr. Silvestre, me and a jessica@freemanlaw.com, with a 16 17 Citrix attachment with 13 marked Defendant deposition 17 A. Here's the amendment. 18 18 Q. (BY MR. PERRIN) Can you tell us what 19 MR. PERRIN: Thank you. 19 Exhibit 3 is? 2.0 Q. (BY MR. PERRIN) With respect to -- now, if A. Exhibit 3 is the first amendment to the loan 20 21 you turn to Exhibit 6, Defendants' Exhibit 6. Do you 21 agreement which was entered on December 27, 2017. 22 have that in front of you, Mr. Cole? 22 Q. And if you look at the signature page on that, 23 A. I do. 23 Bates stamp BP001437, is that your signature? 24 Q. Have you had a chance to review that? 24 25 A. I just did. 25 Q. Is this a true and correct copy of amendment 1

Page 239 Page 241 1 to loan agreement? 1 Q. (BY MR. PERRIN) I couldn't hear your answer, 2 A. Yes, I believe so. 2 Mr. Cole. 3 Q. And part of the consideration for that loan 3 A. No. 4 agreement was Baymark ACET Holdco putting in an 4 Q. At the time of the APA transaction negotiation 5 additional \$50,000? 5 and closing, were you aware of any discussion or 6 A. That would likely be captured in this indication or any preconceived plan to start another 6 7 7 amendment, and I'm looking for the language. business with ACET Global's assets? 8 8 MR. FREEMAN: Objection, form. MR. FREEMAN: Objection, form. 9 9 A. My understanding from the email correspondence A. No. 10 was that Super G Capital was conditioning the amendment 10 Q. (BY MR. PERRIN) If there had been any 11 on an equity contribution. A properly documented 11 indication of any kind to you of any of the foregoing, 12 amendment would have stated that contribution in 12 would you have -- would Super G have funded their loan? Section 3, "Conditions Precedent." But I don't see that 13 A. No. 13 14 here, so I'm not sure what was agreed to or what was 14 MR. FREEMAN: Objection, form. 15 15 Q. (BY MR. PERRIN) All right. Let's turn back contributed to the company. 16 Q. (BY MR. PERRIN) If you'd look at the second 16 to the nature of the troubles that the company was 17 page of that amendment number 1, it shows the payment 17 having after the closing. You first indicated that 18 amounts. Do you see that? 18 there were problems which led to the first amendment. 19 A. Yes. 19 Do you know of about any operational problems with the Q. And so at this point -- this loan was about 22 20 20 company that led to that? 21 weeks in -- had ACET Global been making their \$15,000 a 21 A. I don't recall them. 22 week payments timely up until this time? 22 Q. You just knew it wasn't performing the way it 23 A. My belief is that it had. 23 was reflected in the historical numbers? Q. And then under this amendment, it was going to 2.4 2.4 A. Correct. 25 reduce the weekly payments for the next 12 weeks to 25 Q. Ask you to take a look -- so we looked at Page 240 Page 242 \$7500? Exhibit 6, which was the email. If you'd take a look at 1 1 2 A. Which appears to be the 50 percent reduction 2 Exhibit 6 again, Defendants' Exhibit 6, December 20, 3 3 2017 email. described in the email, yes. 4 Q. And then after that, it would go back up to 4 5 15,000 a week? Q. You see the subject? It says, "re: ACET 5 6 Detailed Cash Projection." Do you see that? A. Yes. 6 7 7 O. Now, leave a bookmark here, and I'll come back 8 to this. But going back -- I want to take you back to 8 Q. I'm going to ask you to take a look at 9 at the time the APA transaction was negotiated and 9 Defendants' Exhibit 7. 10 signed. Okay? 10 (Defendant Exhibit 7 marked.) 11 A. Yes. 11 A. The spreadsheet? 12 Q. (BY MR. PERRIN) Yes. Is that the spreadsheet Q. At the time the APA agreement was negotiated 12 and signed, was it ever indicated to you that there was that was attached to this email? 13 13 any intent or plan to run ACET Global in such a way that THE WITNESS: J.D., is that cash 14 14 15 it would fail? 15 projection BP005948? MR. BLAKLEY: Yep. Should be the first A. No. 16 16 17 Q. If there had been, would you have put any 17 attachment on that email I sent you. 18 money into this? 18 A. Okay. I have it open. Q. (BY MR. PERRIN) So you see those cash 19 A. Absolutely not. 19 Q. At the time of the -- at the negotiation and 2.0 20 projections? 21 closing of the APA transaction, was there ever any 21 A. I see -- make sure I'm on the right tab. 22 discussion or intent, to your knowledge, that -- to 22 Processing. Heavy file; processing. 23 drain ACET Holdco of all of its assets? Q. Let me just ask you to look at the screen 23 24 MR. FREEMAN: Objection, form. 24 right now, if you would. 25 A. No. 25 A. Okay.

Page 243 Page 245 1 Q. The first page shows a breakdown of 2014, 1 A. David Hook. 2 2015, 2016, and then December of 2017. Was it your 2 Q. Is this a true and correct copy of the 3 understanding that was through December 2017 for those 3 Forbearance Agreement? 4 numbers? 4 A. Yes, I believe it is. 5 5 Q. Now, this was less than four months after the A. Yes. 6 6 Q. If you turn to the next page -- or look at the first amendment. What led to the Forbearance Agreement, 7 7 next page, at the bottom of the December 17th -- or to your understanding? 8 8 December 2017 column, what does it show the net income A. The company's inability to meet its 9 9 for the company in 2017? obligations of debt service to Super G Capital and 10 A. Could you scroll up once more? I looked away. 10 minimum cash balance. 11 2017 is the right-most column? 11 Q. The minimum cash balance being what? 12 Q. Yes. 12 A. \$50,000. 13 A. Okay. 13 Q. And some of these facts are recited in the MR. PERRIN: And scroll down again, Chase. 14 14 Forbearance Agreement? 15 A. It shows a net loss of \$388,000 and change. 15 A. Yes, I see them. 16 Q. (BY MR. PERRIN) There are a number of tabs 16 Q. And in "Recitals of Fact," under C, it says 17 attached to these projections, are there not? 17 that, "The borrower failed to make weekly payments of 18 A. There are. 18 \$15,000 due on March 22nd, 2018, and March 29th, 2018." 19 Q. And, sir, is this type of discussion and 19 Do you see that? 20 exchange of information consistent with trying to make 20 A. I do. 21 this deal work, in your mind? 21 Q. Is that a correct statement? 22 A. Could you ask the question differently? 22 A. It is. 23 Q. Okay. If someone intended just to let ACET 23 O. And then in D, it talks about that the 24 Global fail, would it make sense to go through this 24 borrower failed to maintain cash in deposit accounts 25 extensive modeling and projection exercise? 25 with its bank other than the escrow account of the Page 244 Page 246 1 \$50,000 you talked about? 1 A. I've never been part of a transaction 2 A. Yes. 2 across --3 3 Q. And so what did Super G agree to do to forbear MR. FREEMAN: Objection, form. 4 4 A. -- hundreds of transactions where any party on its rights in return for action by ACET Global? 5 has intentionally let a business fail. 5 A. In Section 6, Super G further lowered its loan 6 6 payments to \$5,000 a week for a specified period of time Q. (BY MR. PERRIN) In your opinion, was there 7 7 any intent or plan in this case to let ACET Global's such that those payments would then increase. 8 8 business fail? Q. Did it require -- go ahead. 9 MR. FREEMAN: Objection, form. 9 A. And there was -- and furthermore, Super G 10 A. No. Both the lender and the equity investor 10 required -- it looks like it's 6(b), further cash 11 were contributing further capital at this time. 11 investment in the company of \$30,000. I would expect to 12 12 Q. (BY MR. PERRIN) If you'd turn to Defendants' see a fee or a penalty, but I don't see one here. 13 Exhibit Number 8. 13 Q. Does this Forbearance Agreement indicate to 14 you the willingness of ACET Global to try to move A. "Forbearance Agreement." 14 15 15 Q. Do you see that? forward with this loan? 16 16 A. It does. A. I do. 17 Q. Does -- would you expect someone who is trying Q. It's dated April 12th, 2018? 17 18 to make ACET Global fail to enter any such type of 18 19 19 Q. And if you'd turn to the signature page at agreement? MR. FREEMAN: Objection, form. 20 BP006112. 20 21 A. I see it. 21 A. I don't know how to answer that other than the 22 Q. Is that your signature under "Super G 22 sponsors continued to put cash into the company. 23 Capital"? 23 MR. FREEMAN: Objection, nonresponsive. 24 24 Q. (BY MR. PERRIN) Well, let me ask you this 25 way. Mr. Cole, did the sponsors continue to put cash in 25 Q. And who signed on behalf of ACET Global?

the company? A. They did. Q. And what did that indicate to you? MR. FREEMAN: Objection, form. A. Support for the business. Q. (BY MR. PERRIN) Excuse me. I couldn't hear your answer. Mr. Cole. A. Support for the business. Q. (BY MR. PERRIN) Excuse me. I couldn't hear your answer. Mr. Cole. A. Support for the business. Q. (BY MR. PERRIN) Excuse me. I couldn't hear your answer. Mr. Cole. A. Support for the business. Q. (BY MR. PERRIN) This is an email dated Jaly 2nd, 2018, from Mr. Bellah to Toru Ludlow and Matt Denegre regarding restructured uncertaintien. Can you tell us what you understand about any restructured amortization around July 2nd, 2018? A. My interpretation of this email is the company is on life support at this point. The original \$15,000 payment, which was taken down to 7500, and then down to the furthers is now down to \$100.00. And if the investors what is truly a normial payment on the loon of \$500. Q. And the sponsers continuing to put money in indicated what to you? A. Further support. Q. Would it indicate to you in any way that they Page 248 Page 248 Page 250 Page 248 Wanted the business to full? MR. FREEMAN. Objection, form. A. No. Q. GW MR. PERRIN) Was this new payment schedule compiled with? A. This was an email agreement as of July. And from my notes, Inclieve it was not because I have a notation about needing a further unsendment in October, and clearly, a neceloaure in amounty. So I believe this was—this, to me. indicates a company on life support, and I think that's what happened. A. I would be speculating as to my memory at the time, but— MR. FREEMAN. Objection, form. A. The company was unable to make any acceptuble debt service on the loan. The company was insolvent by any reasonable standard, which means the company needs to be not for the benefit of a barberdoleer, including the redding further unsendment in October MR. FREEMAN. Objection, form. A. The company was unable to make any acceptuble debt service on the loan. The company was insolvent by any reasonable standard, wh		Page 247		Page 249
2 clearly discussed as to how to preserve all stakeholders' claims here. 3 A. Support for the business. 4 A. Support for the business. 5 Q. Let's turn to Defendants' Exhibit 9. 10 (Defendant Exhibit 9 marked.) 11 Q. (BY MR. PERRN) This is an email dated plughant of the person	1		1	
4 MR. FREEMAN: Objection, form. 5 A. Support for the business. 6 Q. (BY MR. PERRIN) Excuse me. I couldn't bear your answer, Mr. Cole. 8 A. Support for the business. 8 Q. (BY MR. PERRIN) Excuse me. I couldn't bear your answer, Mr. Cole. 9 Q. Lest burn to Defendants Exhibit 9. 10 (Defendant Exhibit) 9 marked.) 11 Q. (BY MR. PERRIN) This is an email dated labeled and the properties of the state of the properties of the		- ·		, ,
M.E. FREEMAN: Objection, form. A. Support for the business. Q. Let's turn to Defendants' Exhibit 9. Q. (BY M.R. PERRN) Exhibit 9. Q. (BY M.R. PERRN) This is an email dated all bully 2nd, 2018, from Mr. Bellah to Tomy Ludlow and Matt Degree regarding restructured amortization. Can you tell us what you understand about any restructured at the second of the measurement of the second of the second of the foreclosure, so that decision was that to make? A. My interpretation of this email is the company 17 is on life support at this point. The original \$15,000 payment, which was taken down to 7500, and then down 19 further, is now down to \$1,000. And if the investors were top ut in capital, then Super G would go down to 21 what is truly a nominal payment on the lean of \$500. Q. And the support. Page 248 wanted the business to fai? wanted the business to fai? A. No. Q. (BY M.R. PERRN) Was this new payment schedule compiled with? A. No. A. No. Page 248 wanted the business to fai? M.R. FEREMAN: Objection, form. A. No. Q. (BY M.R. PERRIN) was this new payment schedule compiled with? A. This was an email agreement as of July. And from my notes, Ibelieve it was not because I have a notation about needing a further amendment in October, and clearly, a forecleasure in Jamany. So I believe— In I recall some payments were made, but I believe this anotation about needing a further amendment in October, and clearly, a forecleasure in Jamany. So I believe— I can be a made to the compiled with? A. I would be speculating as to my memory at the time, but— M.R. FEREMAN: Objection, form. Q. And what do you recall about needing a further amendment in October, and clearly, a forecleasure in Jamany. So I believe— M.R. FEREMAN: Objection, form. Q. Mas R. FEREMAN: Objection, form. Q. Mas R. FEREMAN: Objection, form. Q. Was Super G Capital and the exhibit II marked.) A. I would be speculating as to my memory at the time, but— M.R. FEREMAN: Objection, form. Q. Was Super G Capital and the exhibits, there werinded		•		
5 A. Support for the business. 6 Q. (BY MR. PERRIN) This is an email dated 7 your answer, Mr. Coke. 8 A. Support for the business. 9 Q. Lefs turn to Defendants' Exhibit 9 10 (Defendant Exhibit) 9 marked.) 11 Q. (BY MR. PERRIN) This is an email dated 12 July 2nd, 2018, from Mr. Bellal to Tony Ludlow and Mart 13 Deneger regarding restructured amortization. Can you 14 tell us what you understand about any restructured 15 amortization around July 2nd, 2018? 16 A. My interpretation of this email is the company 17 is on life support at this point. The original S15,000 18 payment, which was taken down to 7500, and then down 19 further, is now down to 51,000. And if the investors 20 were to put in capital, then Super G would go down to 21 what is truly a nominal payment on the loan of \$500. 22 Q. And the sponsors continuing to put money in 23 indicated what to you? 24 A. Further support. 25 Q. Would it indicate to you in any way that they Page 248 1 wanted the business to fail? 2 MR. FREEMAN: Objection, form. 3 A. No. 4 Q. (BY MR. PERRIN) Was this new payment schedule complied wish? 6 A. This was an email agreement as of July. And 7 from my notes, I believe it was not because I have a notation about needing a further amendment in October, and clearly, a foneclosure, so the further amendment in October, and clearly, a foneclosure in January. So I believe – 10 I recall some payments were made, but I believe this was not because I have a notation about needing a further amendment in October, and clearly, a foneclosure in January. So I believe – 10 I recall some payments were made, but I believe this was not because I have a notation about needing a further amendment in October, and clearly, a foneclosure in January. So I believe – 10 I recall some payments were made, but I believe this was not because I have a notation about needing a further amendment in October, and clearly, a foneclosure in January. So I believe – 10 I recall some payments were made, but I believe this was not because I have a notation about needing		•		
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	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. FREEMAN: Objection, form. A. No. Q. (BY MR. PERRIN) Was this new payment schedule complied with? A. This was an email agreement as of July. And from my notes, I believe it was not because I have a notation about needing a further amendment in October, and clearly, a foreclosure in January. So I believe I recall some payments were made, but I believe this was this, to me, indicates a company on life support, and I think that's what happened. Q. And what do you recall about needing a further amendment in October with respect to the ACET Global loan? A. I would be speculating as to my memory at the time, but Q. I'm asking you I'll ask you today, as a representative of Super G, what were the reasons for the possible need for a further amendment in October? MR. FREEMAN: Objection, form. A. The company was unable to make any acceptable debt service on the loan. The company was insolvent by	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	ACET. Q. A restructure plan for ACET Global? A. Yes. Q. And then if you look at Defendants' Exhibit 11. (Defendant Exhibit 11 marked.) A. Wind-down plan. Q. Did Super G request a wind-down plan from ACET Global? A. I don't recall requesting it. I certainly would have in a liquidation scenario. That's always a — it's always an appropriate scenario to review. Q. Was Super G willing to put any more money into ACET Global in September of 2018? A. I can't answer that for specifically the month of September. I can tell from the options that money was needed. MR. FREEMAN: Objection, form. Q. (BY MR. PERRIN) Was it your understanding in September of 2018 that Super G and ACET Global were in discussions about restructuring? A. Yes.

Page 251 Page 253 1 A. Well, I recall my initial position was that 1 contribute labor and be helpful in the venture and that 2 Super G was not going to contribute any additional 2 they would receive an equity stake for their 3 capital, and that either Baymark or the new CEO could 3 contribution of labor. 4 contribute capital. On the other hand, I was looking to 4 Q. So Baymark principals offered to lend support 5 mitigate a significant principal loss for Super G. 5 and expertise, and in return, you gave -- you had them 6 Q. And how did you -- how did Super G determine 6 be given a warrant? 7 7 A. Yes. to do that? 8 8 A. Well, I don't know the month that the decision Q. Then Windspeed moved forward at that point. 9 9 Did -- had Mr. Bill Szeto -- did the company -- did was made. But ultimately, selecting between bad 10 Super G have confidence in Bill Szeto at the time? 10 options, I chose incorrectly; and we, in fact, 11 contributed capital to the foreclosure and the restart 11 A. We had -- we appreciated that our equity --12 12 again, I use the term "sponsor," and that's how lenders Q. And was that restart plan in another entity? view the role of private equity groups -- that the 13 13 14 A. It appears to have been in Windspeed Trading. 14 sponsor brought a solution to the table, and the 15 Q. And why would you contribute that money to 15 solution was a CEO, and that that CEO, as we discussed 16 Windspeed Trading and not to ACET Global? 16 in my prior deposition, had a track record of success 17 A. I don't know the decision-making at the time 17 before him. So it wasn't so much that we -- we did not 18 between entities. I know that it's -- that's the path 18 recruit Bill Szeto as much as Baymark did, which was, in 19 19 that was chosen based on what appeared to be the best our minds, part of their support for the company, 20 option for Super G. 20 because we did not intend to operate the business. Q. Would Super G want any money it contributed to 21 21 Q. Were you aware whether the options of ACET 22 be used to pay the seller note? 22 Global were shut down? 23 A. No. 23 A. I'm not aware. 2.4 Q. Now --Q. Did you give any directions -- did Super G 2.4 A. The company was in -- was insolvent. 25 give any directions to Bill Szeto about the handling of 25 Page 252 Page 254 1 Q. If you'd look at Defendants' Exhibit 4. 1 ACET collateral before the foreclosure? 2 (Defendant Exhibit 4 marked.) 2 3 3 Q. When you -- did Super G ultimately decide to Q. (BY MR. PERRIN) Can you -- wait a minute. 4 foreclose on and take the collateral from ACET Global? Let me -- yeah, Defendants' Exhibit 4. Can you tell us 4 5 what that is? 5 A. Yes. Q. Please take a look at Exhibit 17. 6 A. It's a loan agreement between Super G Capital 6 7 7 and Windspeed Trading for \$200,000 in October of 2018. A. In the defendant's? 8 Q. And was this the option of all the bad options 8 Q. Plaintiff's Exhibit 17. I'm sorry. 9 that was chosen by Super G? 9 MR. FREEMAN: Hey, Ed, how much longer 10 10 you got? 11 Q. Did Super G require any concessions or 11 MR. PERRIN: I think about 15 minutes. conditions to put that money into Windspeed? 12 12 MR. FREEMAN: Okay. 13 A. I see the notice of foreclosure. 13 A. Yes. MR. PERRIN: And I'm looking at my notes. 14 Q. What did it require? 14 15 A. It required all of the economics associated 15 It may be a little bit longer than that, Jason, but I'll try to move it as quick as I can. 16 with this loan. And it required a security to 16 17 Q. (BY MR. PERRIN) Did you find that participate in Windspeed's success if it were -- if the 17 18 loans were repaid and Windspeed was successful. 18 foreclosure, Exhibit 17? 19 Q. What security are you referring to? 19 A. Yes. A. The warrant in Windspeed Trading. 20 Q. If you look at -- that's a foreclosure notice 2.0 21 Q. Did you and Super G request any conditions or 21 dated January 31, 2019. Is that your signature on the 22 concessions with respect to any of the Baymark parties? 22 second page? A. Yes. 23 A. Well, I unsuccessfully demanded that they 23 24 participate in the funding of Windspeed, and they 24 Q. Did Super G also send a copy of this letter to 25 refused. And they instead offered to be -- to 25 Mr. Tomer Damti?

	Page 255	Page 257
1	A. Yes.	1 Judgment - Page 87" on it, do you see who signed for
2	Q. Did Mr. Damti ever make any offer to Super G	2 Windspeed Trading?
3	to purchase any of the collateral?	3 A. William Szeto.
4	A. He did not.	4 Q. And the footer on that signature page says,
5	Q. Did he ever even contact Super G about it?	5 "Asset Purchase Agreement"?
6	A. No.	6 A. Yes.
7	Q. You previously, in your deposition, described	7 MR. PERRIN: Thank you, Chase. Let's go
8	the foreclosure under Article IX of the UCC, and I don't	8 to the next page.
9	want to go back into that. In doing that, though, you	9 Q. (BY MR. PERRIN) On that next page, where
10	mentioned "friendly foreclosure." Can you tell us what	10 under "Super G Capital," is that your signature?
11	"friendly foreclosures" are?	11 A. Yes.
12	A. It's not a legal term, but it's my description	12 Q. And that says, "Signature page - Asset
13	for a foreclosure process where the other parties,	13 Purchase Agreement," also?
14	including the equity investors, agree it is in	14 A. Yes.
15	everybody's best interest and cooperate in the	Q. If you turn back three pages, the remainder of
16	foreclosure process.	that document has "Foreclosure Sale Agreement" with a
17	Q. Have you ever done a friendly foreclosure	17 page number on it. Do you see that?
18	before at Super G?	18 A. I see it.
19	A. I have.	19 Q. It goes all the way to the first page, doesn't
20	Q. Have you done any other Article IX or other	20 it?
21	foreclosures at Super G?	21 A. Yes.
22	A. I'm not entirely sure. I have certainly	Q. Did Super G ever sell or purchase any other
23	done we've used the judicial process, but I'm not	23 assets with Windspeed other than this Foreclosure Sale
24	aware of a of a of an additional foreclosure.	24 Agreement?
25	Q. So after the foreclosure by Super G, who owned	25 A. Not to my knowledge.
	- 0-6	- 050
	Page 256	Page 258
1		
1 2	that property that was foreclosed upon?	1 Q. When you signed this Foreclosure Sale
2	that property that was foreclosed upon? A. Super G Capital.	1 Q. When you signed this Foreclosure Sale 2 Agreement on the signature page saying "Asset Purchase
2	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it?	1 Q. When you signed this Foreclosure Sale 2 Agreement on the signature page saying "Asset Purchase 3 Agreement," was it your intent at that time to be
2 3 4	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended.	1 Q. When you signed this Foreclosure Sale 2 Agreement on the signature page saying "Asset Purchase
2	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes.
2 3 4 5	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it?	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes.
2 3 4 5 6	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to
2 3 4 5 6 7	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it?	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes.
2 3 4 5 6 7 8	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed?	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes.
2 3 4 5 6 7 8	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page,
2 3 4 5 6 7 8 9	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an
2 3 4 5 6 7 8 9 10	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale."
2 3 4 5 6 7 8 9 10 11	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so?	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment
2 3 4 5 6 7 8 9 10 11 12 13 14	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For
2 3 4 5 6 7 8 9 10 11 12 13 14 15	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15. A. Yes.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104. A. I see it.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15. A. Yes. Q. This is a "Foreclosure Sale Agreement" you previously identified? A. Yes.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104. A. I see it. Q. So it references that's going to be another
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15. A. Yes. Q. This is a "Foreclosure Sale Agreement" you previously identified?	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104. A. I see it. Q. So it references that's going to be another document signed under this Foreclosure Sale Agreement?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15. A. Yes. Q. This is a "Foreclosure Sale Agreement" you previously identified? A. Yes. Q. Now, I'd ask you to take a look at the 14th and 15th pages of that document. There's a Bates stamp	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104. A. I see it. Q. So it references that's going to be another document signed under this Foreclosure Sale Agreement? Is that correct? A. The version I have is unsigned. Q. This is just the attachment at this point?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15. A. Yes. Q. This is a "Foreclosure Sale Agreement" you previously identified? A. Yes. Q. Now, I'd ask you to take a look at the 14th and 15th pages of that document. There's a Bates stamp at the bottom going "Motion for Summary Judgment,"	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104. A. I see it. Q. So it references that's going to be another document signed under this Foreclosure Sale Agreement? Is that correct? A. The version I have is unsigned.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15. A. Yes. Q. This is a "Foreclosure Sale Agreement" you previously identified? A. Yes. Q. Now, I'd ask you to take a look at the 14th and 15th pages of that document. There's a Bates stamp at the bottom going "Motion for Summary Judgment," Page 87 and Page 88. Do you see those?	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104. A. I see it. Q. So it references that's going to be another document signed under this Foreclosure Sale Agreement? Is that correct? A. The version I have is unsigned. Q. This is just the attachment at this point? A. Yes. Q. These are attachments to the Foreclosure Sale
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	that property that was foreclosed upon? A. Super G Capital. Q. What could you do with it? A. Whatever the lender or Super G had intended. Could use it; could sell it. Q. Could he keep it? A. Could keep it. Q. Why did Super G sell it to Windspeed? A. Super G is not in the commerce business or any operating business. It was in the loan business, and Super G wanted to recover its loans. Q. Did Super G feel that moving forward through Windspeed was the best way to do so? A. It was the best of bad options. Q. If you'd turn to Plaintiff's Exhibit 15. A. Yes. Q. This is a "Foreclosure Sale Agreement" you previously identified? A. Yes. Q. Now, I'd ask you to take a look at the 14th and 15th pages of that document. There's a Bates stamp at the bottom going "Motion for Summary Judgment," Page 87 and Page 88. Do you see those? A. I see signatures, yes.	Q. When you signed this Foreclosure Sale Agreement on the signature page saying "Asset Purchase Agreement," was it your intent at that time to be signing the Foreclosure Sale Agreement? A. Yes. Q. Was it your intention in signing that to effect that transaction? A. Yes. Q. If you look at after your signature page, you have an Exhibit A. This document references an Exhibit A, a "Bill of Sale." A. Yes. Q. It also references Exhibit B, an "Assignment and Assumption Agreement." That would be the Motion For Summary Judgment, Page 104. A. I see it. Q. So it references that's going to be another document signed under this Foreclosure Sale Agreement? Is that correct? A. The version I have is unsigned. Q. This is just the attachment at this point? A. Yes. Q. These are attachments to the Foreclosure Sale Agreement saying these are going to be additional
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	Dama 250		Dama 261
	Page 259		Page 261
1	that correct?	1	MR. PERRIN: I'm sorry, Chase. How about
2	A. Yes, these are the forms. Yes, I see that.	2	Defendant's Plaintiff's Exhibit 7. I'm sorry.
3	Q. And the third form is Exhibit C, the form of	3	Q. (BY MR. PERRIN) There we go. Now, just to
4	the Amended Loan Agreement?	4	clarify, Mr. Cole, will you turn to the third page of
5	A. Yes.	5	that, the signature page? That's your signature for
6	Q. And these were all part of the Foreclosure	6	Super G Capital?
7	Sale Agreement, correct?	7	A. Yes, it is.
8	A. Yes.	8	Q. And Bill of Sale dated March 1, 2019?
9	Q. All right. If you turn to Plaintiff's	9	A. Yes.
10	Exhibit 7.	10	Q. And this is a true and correct copy of the
11	THE REPORTER: Ed, I don't have a	11	Bill of Sale signed by you?
12	Plaintiff's Exhibit 7. I have 5, 8, 9, 15, 17, 23.	12	A. I believe it is.
13	MR. PERRIN: Karen, the file delivered to	13	Q. All right. Let's look at Plaintiff's
14	all of us had 1 through 22.	14	Exhibit 4. Do you see that? A. Yes.
15	THE REPORTER: All right. Give me just a	15	
16	moment.	16	Q. And is this the well, can you tell us what this is?
17	MR. FREEMAN: Do y'all want to take five minutes?	17	A. Super G Capital sold the ACET collateral to
18	MR. PERRIN: That works. Let's do it.	18	Windspeed Trading for the assignment of this note. The
19 20	(Break taken from 11:41 a.m. to	19 20	note says "514,144.86." I believe that was a typo
21	11:51 a.m.)	21	because the foreclosure agreement was listed as
22	MR. FREEMAN: Just real quick, on the	22	516,144.86. But, in any case, that's what this is.
23	record, Mr. Blakley, there are a few exhibits it looks	23	It's it is Windspeed assuming both the the
24	like we're about to go into. I understand that you had	24	liability to Super G Capital.
25	a copy of those, and that I had previously circulated	25	Q. And if you'd look at the top at the
23	a copy of those, and that I had previously effectimed	2.5	Q. Find it you'd look at the top—at the
	D 060	1	
	Page 260		Page 262
1	those to all counsel; is that correct?	1	
1 2		1 2	Page 262 beginning of that, it's dated March 1, 2019? A. Yes.
	those to all counsel; is that correct?		beginning of that, it's dated March 1, 2019?
2	those to all counsel; is that correct? MR. BLAKLEY: That's correct. Ryan Dean	2	beginning of that, it's dated March 1, 2019? A. Yes.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	those to all counsel; is that correct? MR. BLAKLEY: That's correct. Ryan Dean out of your office on March 25th at around 3:43 p.m. sent a Zip file with 21 potential deposition exhibits for Mr. Cole. And that's what I have now forwarded on to Ms. Usher and Chase, who is running the exhibits for this deposition. MR. FREEMAN: Thank you. Q. (BY MR. PERRIN) Mr. Cole, if you'd look at Defendant's [sic] Exhibit 7, "Bill of Sale." A. Yes. Q. If you turn to the third page of that document, "Signature Page - Bill of Sale." A. That is my signature. Q. Dated March 1, 2019? A. Yes. MR. PERRIN: Chase, are you trying to get to it, or do you want us to move on? MR. BLAKLEY: I believe, Ed, you said "Defendants' Exhibit 7," but you mean Plaintiff's Exhibit 7 is the Bill of Sale. MR. PERRIN: You are right, J.D. If I	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	beginning of that, it's dated March 1, 2019? A. Yes. Q. And if you turn to Page 15 of that document. A. Yes. Q. Whose signature is that? A. Mine. Q. Well, and there's two 15s. The first 15 is, I believe, Mr. Szeto? A. I see his signature on well, it says, "Page 16 of 19." Q. Page 15 of 19. A. Sorry. There are two Page 15s. Yes, he signed on Page 15 of 19, as did I. Q. And then on the duplicate page on the next page, you signed on behalf of Super G? A. Yes. Q. And so is Exhibit 4 a true and correct copy of the Amended and Restated Business Loan and Security Agreement dated March 1 to Windspeed Trading? A. Yes. Q. Then look at Defendants' Exhibit Number 5. (Exhibit defendant 5 marked.)

2 Exhibit Number 3. 3 THE WITNESS: Thank you. 4 (Defendant Exhibit 5 marked.) 5 A. Yes, I see it. 6 Q. (BY MR. PERRIN) This is the "Assignment and Assumption Agreement."? 6 A. Yes. 7 Q. Look at the third page, that it's effective and that your signature at Super G Capital? 12 A. Yes, it is. 13 Q. And on the preceding page, it's signed by 4 Mr. 5zen? 14 Mr. 5zen? 15 A. Correct. 16 Q. And this is a -is this a true and correct copy of the Assignment and Assumption Agreement, and the Amended Loan Agreement and Assumption Agreement, and the Amended Loan Agreement and Assumption Agreement and made a part of it. 16 Q. And these are all attachments of the correct? 17 Copy of the Assignment and Assumption Agreement, and the Amended Loan Agreement and made a part of it. 28 Q. And these are all attachments of the correct? 29 Q. And these are all attachments of the Assignment and Assumption Agreement and Amended Loan Agreement and Assumption Agreement and Amended Loan Agreement those were done to effectuate the Foreclosure Sale Agreement of any kind with Windspeed other than this bord-closure Sale Agreement of any kind with Windspeed other than this brocksure Sale Agreement of any kind with Windspeed other than this brocksure Sale Agreement and Amended Loan Agreement and Assumption Agreement and Amended Loan Agreement and Assumption Agreement Agr		Page 263		Page 265
THE WITNESS: Thank you. Coeffeedant Exhibit's marked.) Coeffe	1	MR. PERRIN: No, I mean Defendants'	1	Q. I'm not sure I asked you this, so I'm going to
4 A. Yes. Issee it. 6 Q. (BY MR, PERRIN) This is the "Assignment and 7 Assumption Agreement" 7 8 A. Yes. 9 Q. Look at the third page, that it's effective 8 9 Q. Look at the third page, that it's effective 9 10 "as of the day and year first written above." And is 11 that your signature at Super O Capital? 11 on Summary Judgment Page 88, and 88. 9 A. Yes. 11 that your signature at Super O Capital? 11 on Summary Judgment Page 88, did you intend to sign the Poraclessure Sale Agreement when your made that signature? 12 A. Yes. 13 A. Teleives so. 14 Q. Plaintiff has asserted in pleadings with the 12 court that this is a falsified signature page. 14 A. Yes. 15 Q. Now love gone over the Bill of Sale, the 16 A. Sammary Judgment when your made that signature? 15 Courted that this is a falsified signature page. 16 Mr. Cole, is there any reason for anyone to believe, to your knowledge, that this is a falsified signature page. 17 Yes. 18 A. Teleives so. 19 Q. So we've gone over the Bill of Sale, the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And these are all attachments of the 19 Q. And	2	Exhibit Number 5.	2	ask you now. Is this a true and correct copy of the
5 A. Yes. Isee it. 6 Q. (BY MR, PERRIN) This is the "Assignment and Assumption Agreement and Assumption Agreement and Assumption Agreement. Page 87 and 88. 9 Q. Look at the third page, that it's effective 11 data your signature at Super G Capital? 12 A. Yes, it is. 13 Q. And on the preceding page, it's signed by 12 A. Yes, it is. 14 Mr. Szeto? 15 A. Correct. 16 Q. And this is a – is this a true and correct 16 copy of the Assignment and Assumption Agreement? 18 A. I believe so. 19 Q. Sow e've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 12 Loan Agreement, correct? 19 A. Yes. 20 Q. And these are all attachments of the 21 Correct? 21 A. Yes. 22 A. Yes. 23 Q. And these are all attachments of the 22 A. Yes. 24 A. Yes. 25 Q. And these exhibits, the Bill of Sale, the 25 correct? 26 A. Yes. 27 Q. And these exhibits, the Bill of Sale, the 26 Assignment and Assumption Agreement and made a part of it, 27 correct? 28 A. Yes. 29 Q. And they're all dated effective March 1, 2019, 27 correct? 29 A. Yes. 20 Q. And theye call dated effective March 1, 2019, 28 ale Agreement, Prose were done to effectuate the Foreclosure Sale Agreement and Assumption Agreements and Amended Loan Agreement, those were done to effectuate the Foreclosure Sale Agreement? 29 A. Yes. 20 Q. And theye are all one of the thind the proceeding page. 20 Q. And they were than day other similar agreements or or any type of purchase or sale agreements with windspeed other than these documents involved in the 16 Q. Okay. And you've never had any other asset 17 purchase agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? 21 A. Yes. 22 Sale Agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? 23 A. Yes. 24 C. Okay. And you've never had any other asset 17 purchase agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? 25 A. No. 26 Q. And it was your intent to sign the Foreclosure Sale Agreement of any kind with Windspeed other than this Forecl	3	THE WITNESS: Thank you.	3	Foreclosure Sale Agreement?
6 A. Starting? 7 Assumption Agreement. 8 A. Yes. 9 Q. Look at the third page, that it's effective 9 Q. Did you intend—when signing, where provided 11 that your signature at Super O'Capital? 12 A. Yes, it is. 13 Q. And on the preceding page, it's signed by 14 Mr. Szeto? 15 A. Correct. 16 Q. And this is a – is this a true and correct 17 copy of the Assignment and Assumption Agreement? 18 A. Delieve so. 19 Q. So we've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 21 Loan Agreement, Organizary 22 A. Yes. 23 Q. And these are all attachments of the 24 Foreclosure Sale Agreement and made a part of it. 25 correct? 2 Q. And they've all dated effective March 1, 2019, 2 correct? 3 Q. And they'e all dated effective March 1, 2019, 3 correct? 4 A. Yes. 5 Q. And theye all dated effective March 1, 2019, 4 A. Yes. 5 Q. And these exhibits, the Bill of Sale, the 5 A. Segment and Assumption Agreement and Amended Loan 6 Assignment and Assumption Agreement and Amended Loan 7 Agreement, those were done to effectuate the Foreclosure 8 Sale Agreement, those were done to effectuate the Foreclosure 8 Sale Agreement, those were done to effectuate the Foreclosure 8 Sale Agreement of any wind with windspeed? 9 A. Yes. 10 Q. Hay whou at the time the APA was signed? 11 A. Yes. 12 Q. (BY MR. PERRIN) No, that's the Foreclosure 13 Q. (BY MR. PERRIN) No, that's the Foreclosure 14 A. Yes. 15 Department and Assumption Agreement and Amended Loan 16 A. Sear in the fine the APA was signed? 17 Department and Assumption Agreement and Amended Loan 18 A. The first loan to Windspeed? 19 A. Yes. 10 Q. Hay you ever had any other similar agreements 11 Or any type of purchase or sale agreements with 12 Windspeed other than these documents involved in the 13 Foreclosure Sale Agreement? 14 A. Idon't – Lannot think of any. Well, 15 there's the op—there's the operating agreement. 16 Q. Okay, And you've never had any other asset 17 parchase agreement of any kind with Windspeed other than 18 this Foreclosure Sale Agreement?	4	(Defendant Exhibit 5 marked.)	4	A. Yes, I believe it is.
A A yes. 2 Q. And the size are all attachments of the 22 A. Yes. 23 Q. And these are all attachments of the 25 correct? Page 264 1 A. Yes. 2 Q. And they're all dated effective March I, 2019, correct? Page 264 1 A. Yes. 2 Q. And they're all dated effective March I, 2019, correct? Page 264 1 A. Yes. 2 Q. And they are and Motion for Summary Judgment, Page 88, and 88. A. Yes. 3 Q. And this is a pick is signed by 13 A. Yes. 4 Procedosure Sale Agreement when you made that signature? 4 A. I believe so. 4 Procedosure Sale Agreement when you made that signature? 5 Q. Now e've gene over the Bill of Sale, the 20 Assignment and Assumption Agreement, correct? Page 264 1 A. Yes. 2 Q. And these are all attachments of the 21 Correct? Page 264 1 A. Yes. 2 Q. And they're all dated effective March I, 2019, correct? Page 264 1 A. Yes. 2 Q. And theye are modetion for Summary Judgment, Page 88, and 88. A. Yes. 3 Q. Flamiff has asserted in pleadings with the court that this is a falsified signature page. MR. FREEMAN: Objection, form. 4 A. Not to my knowledge, that this is a falsified signature page? MR. FREEMAN: Objection, form. 4 D. How about at the time the APA was signed? 4 A. Yes. 4 Procedosure Sale Agreement and made a part of it, 24 MR. FREEMAN: Objection, form. 4 A. Yes. 5 Q. And they're all dated effective March I, 2019, 25 A. A so f March I, 2019? Page 264 1 A. Yes. 4 A. Yes. 5 Q. And these exhibits, the Bill of Sale, the 6 Assignment and Assumption Agreement and Amended Loan Agreement, flows were done to effectuate the Foreclosure Sale Agreement. Im going back to the original APA transaction in July of 2017. 4 A. Yes. 5 Q. And these exhibits, the Bill of Sale, the 6 Assignment and Assumption Agreements with 7 Windspeed other than these documents involved in the 7 Procedosure Sale Agreement? 9 A. Yes. 10 Q. Have you ever had any other similar agreements of any kind with Windspeed other than this Foreclosure Sale Agreement? 10 Q. Kas, And yodv ever had any other asset 17 purchase agreement of any kind wit	5	A. Yes, I see it.	5	Q. I'd ask you to turn to the signature pages.
8	6	Q. (BY MR. PERRIN) This is the "Assignment and	6	A. Starting?
9 Q. Look at the third page, that it's effective 20 Q. Did you intend — when signing, where provided 11 that your signature at Super G Capital? 12 A. Yes, it is. 12 Q. And on the preceding page, it's signed by 13 A. Yes. 14 Mr. Szeto? 14 Mr. Szeto? 15 A. Correct. 15 A. Correct. 16 Q. And this is a – is this a true and correct 17 copy of the Assignment and Assumption Agreement? 18 A. Thelieve so. 19 Q. So we've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 21 Loan Agreement, correct? 19 A. Yes. 20 Q. And these are all attachments of the 21 Correct? 21 A. Yes. 22 A. Yes. 23 Q. And they're all dated effective March 1, 2019, 25 correct? 22 A. Yes. 24 A. Yes. 25 Q. And theye all dated effective March 1, 2019, 26 Correct? 26 Assignment and Assumption Agreement and Amended Loan Agreement, those were done to effectuate the Foreclosure 8 Sale Agreement? 29 A. Yes. 20 Q. And theye carbidists, the Bill of Sale, the 4 A. Yes. 20 Q. And theye carbidists, the Bill of Sale, the 5 Q. And these exhibits, the Bill of Sale, the 6 Assignment and Assumption Agreement and Amended Loan Agreement, those were done to effectuate the Foreclosure 8 Sale Agreement? 11 Or any type of purchase or sale agreements with 11 Q. Windspeed other than these documents involved in the 12 Windspeed other than these documents involved in the 13 Foreclosure Sale Agreement? 15 Q. Olcay. And you've never had any other asset 17 purchase agreement of any kind with Windspeed other than these documents involved in the 18 Q. Olcay. And you've never had any other asset 17 purchase agreement of any kind with Windspeed other than the secondary in the purchase agreement of any kind with Windspeed other than the secondary in the purchase agreement of any kind with Windspeed other than the secondary in the purchase agreement of any kind with Windspeed other than the secondary in the purchase agreement of any kind with Windspeed other than the secondary in the purchase agreement of any kind with Windspeed other than the second	7	Assumption Agreement"?	7	Q. They are on Motion for Summary Judgment, Page
10 was of the day and year first written above." And is 11 that your signature at Super G Capital? 12 A. Yes, it is. 13 Q. And on the preceding page, it's signed by 14 Mr. Szeto? 15 A. Correct. 16 Q. And this is a – is this a true and correct 16 Q. And this is a – is this a true and correct 17 copy of the Assignment and Assumption Agreement? 18 A. I believe so. 19 Q. So we've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 21 Loan Agreement, correct? 22 A. Yes. 23 Q. And these are all attachments of the 24 Foreclosure Sale Agreement and made a part of it, 25 correct? Page 264 1 A. Yes. 2 Q. And they've all dated effective March 1, 2019, 3 correct? Page 264 1 A. Yes. 2 Q. And theye've all dated effective March 1, 2019, 3 correct? Page 265 1 A. Yes. 2 Q. And theye can be defective March 1, 2019, 3 correct? Page 266 1 A. Yes. 2 Q. And theye all dated effective March 1, 2019, 3 correct? Page 267 1 A. Yes. 2 Q. And these exhibits, the Bill of Sale, the 5 Assignment and Assumption Agreement and Amended Loan 7 Agreement, those were done to effectuate the Foreclosure 8 Sale Agreement? 9 A. Yes. 10 Q. Have you ever had any other similar agreements 11 or any type of purchase or sale agreements with 12 Windspeed other than these documents involved in the 13 Foreclosure Sale Agreement? 14 A. Idon't – Learnot think of any. Well, 15 there's the op-atter's the operating agreement. 16 Q. Okay. And you've aver had any other asset 17 purchase agreement of any kind with Windspeed other than 18 this Foreclosure Sale Agreement? 19 A. No. 20 Q. And it was your intent to sign the Foreclosure 21 Sale Agreement of any kind with Windspeed other than 22 there's the op-atter's the operating agreement. 23 A. The \$200,000 loan? It was — the relationship with windspeed? 24 A. Yes. 25 Correct of relationship with Windspeed? 26 A. The \$200,000 loan? It was — the relationship with windspeed? 27 A. The first loan to Windspeed? 28 A. Yes. 29 Q. If you'd take a look at Plaintiff's 29 A. Yes. 29 Q.	8	A. Yes.	8	87 and 88.
that your signature at Super G Capital? A Yes, it is. Q And on the preceding page, it's signed by Mr. Szeto? A Correct. Copy of the Assignment and Assumption Agreement? A I believe so. By Copy of the Assignment and Assumption Agreement? A I believe so. A Sespinent and Assumption Agreement, and the Amended Loan Agreement, correct? A Yes.	9	Q. Look at the third page, that it's effective	9	A. Yes.
12 A. Yes, it is. 13 Q. And on the preceding page, it's signed by 14 Mr. Szetor? 15 A. Correct. 16 Q. And this is a - is this a true and correct 17 copy of the Assignment and Assumption Agreement? 18 A. I believe so. 19 Q. So we've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 21 Loan Agreement, correct? 22 A. Yes. 23 Q. And these are all attachments of the 24 Foreclosure Sale Agreement and made a part of it, 25 correct? 26 A. Yes. 27 Q. And these are all attachments of the 28 Q. And they're all dated effective March 1, 2019, 29 correct? 20 A. Yes. 21 Q. And these exhibits, the Bill of Sale, the 23 Agreement, those were done to effectuate the Foreclosure 24 A. Yes. 25 Q. And these exhibits, the Bill of Sale, the 26 Assignment and Assumption Agreement and Amended Loan 27 Agreement, those were done to effectuate the Foreclosure 28 Sale Agreement? 29 A. Yes. 20 Q. Have you ever had any other similar agreements 21 or any type of purchase or sale agreements with 22 Windspeed other than these documents involved in the the thee's the op-there's the operating agreement. 28 G. Okay. And you've never had any other asset purchase agreement of any kind with Windspeed other than these documents involved in the thee's the op-there's the operating agreement. 29 Q. Okay. And you've never had any other asset purchase agreement of any kind with Windspeed other than these agreement of any kind with Windspeed other than this agreement. 29 Q. And it was your intent to sign the Foreclosure 20 Q. And it was your intent to sign the Foreclosure 21 Sale Agreement when you made that signature page. 22 Mr. FREEMAN: Objection, form. 23 Q. (BY MR. PERRIN) Mr. Cole, how would you describe. Objection, form. 24 Page 264 25 Q. (BY MR. PERRIN) No, that's the Foreclosure 26 Sale Agreement? 27 Q. (BY MR. PERRIN) No, that's the Foreclosure 28 Sale Agreement? 29 Q. And these exhibits, the Bill of Sale, the objection form. 29 Q. And how would you describe your relationship with ACET Global? 20 Q. And how woul	10	"as of the day and year first written above." And is	10	Q. Did you intend when signing, where provided
13 Q. And on the preceding page, it's signed by 14 Mr. Szeto? 15 A. Correct. 16 Q. And this is a – is this a true and correct 17 copy of the Assignment and Assumption Agreement? 18 A. I believe so. 19 Q. So we've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 21 Loan Agreement, correct? 22 A. Yes. 23 Q. And these are all attachments of the 24 Foreclosure Sale Agreement and made a part of it, 25 correct? 26 Q. And they've all dated effective March 1, 2019, 27 Carreen, those were done to effectuate the Foreclosure 28 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 Sale Agreement, those were done to effectuate the Foreclosure 29 A. Yes. 20 Q. Have you ever had any other similar agreements or any type of purchase or sale agreements with 21 Uwindspeed other than these documents involved in the the theoretic or any type of purchase or sale agreements. 21 To purchase agreement of any kind with Windspeed other than these documents involved in the the purchase agreement of any kind with Windspeed other than these documents involved in the the purchase agreement of any kind with Windspeed other than these documents involved in the the purchase agreement of any kind with Windspeed other than these documents involved in the the purchase agreement of any kind with Windspeed other than these documents involved in the the purchase agreement of any kind with Windspeed other than the see documents involved in the the purchase agreement of any kind with Windspeed other than the see documents involved in the the purchase agree	11	that your signature at Super G Capital?	11	on Summary Judgment Page 88, did you intend to sign the
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15 A. Correct. 16 Q. And this is a – is this a true and correct 17 copy of the Assignment and Assumption Agreement? 18 A. I believe so. 19 Q. So we've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 21 Loan Agreement, correct? 22 A. Yes. 23 Q. And these are all attachments of the 24 Forcelosure Sale Agreement and made a part of it, 25 correct? 26 Q. And they're all dated effective March 1, 2019, 27 Correct? 28 A. Yes. 29 Q. And they're all dated effective March 1, 2019, 30 correct? 40 A. Yes. 41 Q. (BY MR. PERRIN) Mr. Cole, how would you describe Super G's relationship with ACET Global? 41 A. Yes. 42 Q. And they're all dated effective March 1, 2019, 43 correct? 44 A. Yes. 45 Q. And these exhibits, the Bill of Sale, the 46 Assignment and Assumption Agreement and Amended Loan 47 Agreement, those were done to effectuate the Forcelosure 48 Sale Agreement, those were done to effectuate the Forcelosure 49 A. Yes. 50 Q. Have you ever had any other similar agreements 51 or any type of purchase or sale agreements with 52 Windspeed other than these documents involved in the 53 Forcelosure Sale Agreement? 54 A. I don't – I cannot think of any. Well, 55 there any reason for anyone to believe, to your knike jegacly that this is a falsified signature page? 56 Mr. Cole, is there any reason for anyone to believe, to your knike, feath of anyone whelf and stability objection, form. 59 A. Yes. 50 Q. And they are all dated made Amended Loan 50 Q. And they are all attachments of the 23 transaction in July of 2017. 50 Q. And we would you describe your relationship with Liner's the op – there's the operating agreement. 51 Correct? 51 Correct? 52 Correct? 53 Correct? 54 A. Yes. 55 Q. Have you ever had any other similar agreements of the procedure of the procedur	13	Q. And on the preceding page, it's signed by	13	A. Yes.
16 Q. And this is a – is this a true and correct copy of the Assignment and Assumption Agreement? 17 20 3. A believe so . 18 3. A lbelieve so . 18 3. A Not to my knowledge, that this is a falsified signature page? 3. A Signment and Assumption Agreement, and the Amended 20 Q. (BY MR, PERRIN) Mr. Cole, how would you describe Super Gs relationship with ACET Global? 22 A. Yes. 23 Q. And these are all attachments of the 24 Foreclosure Sale Agreement and made a part of it, 25 Correct? 25 A. Yes. 27 Q. How about at the time the APA was signed? 26 MR. FREEMAN. Objection, form. 26 MR. FREEMAN. Objection, form. 27 A. As of March I, 2019? 28 As of March I, 2019? 29 A. Yes. 29 And these exhibits, the Bill of Sale, the 5 Q. And these exhibits, the Bill of Sale, the 5 Q. And these exhibits with a signature page? 29 A. Yes. 20 MR. PERRIN) Mr. Cole, in the would you describe vour signed? 29 A. Yes. 20 MR. PERRIN) Mr. Cole, in the would you describe vour beat on the time the APA was signed? 29 A. Yes. 20 MR. PERRIN) No, that's the Foreclosure 20 MR. PERRIN) No, that's the Foreclosure 21 Sale Agreement. Im going back to the original APA transaction in July of 2017. ACET was a new loan client being onboarded into Super G Capital in the ordinary course of business. 20 And how would you describe your relationship with Super Gs relationship with Windspeed? A. As of what date? 4 A. Hoff to the first loan. 4 A. The \$200,000 loan? It was - the relationship was cordial, cooperative; and I was hopeful that the new money we provided for working capital would result in a better outcome than ACET, and a better outcome than we know happened in hindsight. 4 A. Idom't – Lamont think of any. Well, 4 A. Mo.	14	Mr. Szeto?	14	Q. Plaintiff has asserted in pleadings with the
copy of the Assignment and Assumption Agreement? A. I believe so. Q. So we've gone over the Bill of Sale, the Loan Agreement, correct? A Sesignment and Assumption Agreement, and the Amended Loan Agreement, correct? A Yes. Q. And these are all attachments of the Foreclosure Sale Agreement and made a part of it, Correct? Page 264 Page 264 A Yes. Q. And they're all dated effective March 1, 2019, Correct? A Yes. Q. And these exhibits, the Bill of Sale, the A Yes. Q. And these exhibits, the Bill of Sale, the Sale Agreement and Assumption Agreement and Amended Loan Agreement, those were done to effectuate the Foreclosure Sale Agreement? A Yes. Q. Have you ever had any other similar agreements Foreclosure Sale Agreement? A I don't – I cannot think of any, Well, there's the op – there's the operating agreement. Q. Okay. And you've never had any other asset purchase agreement of any kind with Windspeed other than this Foreclosure Sale Agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? A Not to my knowledge, that this is a falsified signature page? M. Not to my knowledge. Q. Mor to my knowledge. Q. Mor wn knowledge. Q. Mor wn knowledge. Q. Mor was out and the time the APA was signed? MR. FREEMAN: Objection, form. A As of MR. FREEMAN: Objection, form. A As as of MR. FREEMAN: Objection, form. A I A. As of MR. FREEMAN: Objection, form. A Sale Agreement: Im going back to the original APA transaction in July of 2017. A I A. In July of 2017, ACET was a new loan client being onboarded into Super G Capital in the ordinary course of business. Q. A fow how dudy out describe your rel	15	A. Correct.	15	court that this is a falsified signature page.
18 A. I believe so. Q. So we've gone over the Bill of Sale, the 20 Assignment and Assumption Agreement, and the Amended 21 Loan Agreement, correct? 22 A. Yes. 23 Q. And these are all attachments of the 24 Foreclosure Sale Agreement and made a part of it, 25 correct? 26 A. Yes. 27 Q. And they're all dated effective March 1, 2019, 28 Q. And they're all dated effective March 1, 2019, 38 correct? 4 A. Yes. 4 Q. And they're all dated effective March 1, 2019, 4 A. Yes. 5 Q. And they're all dated effective March 1, 2019, 4 A. Yes. 5 Q. And they exhibits, the Bill of Sale, the 6 Assignment and Assumption Agreement and Amended Loan 7 Agreement, those were done to effectuate the Foreclosure 8 Sale Agreement? 9 A. Yes. 10 Q. Have you ever had any other similar agreements 11 or any type of purchase or sale agreements with 12 Windspeed other than these documents involved in the 13 Foreclosure Sale Agreement? 14 A. I don't – I cannot think of any. Well, 15 there's the op – there's the operating agreement. 16 Q. Okay. And you've never had any other asset 17 purchase agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? 19 A. No. 20 Q. And it was your intent to sign the Foreclosure 21 Sale Agreement where provided? 22 A. Yes. 23 Q. If you'd take a look at Plaintiff's 24 MR. FREEMAN: Objection, form. 25 A. Today, nonexistent. 26 Q. Have about at the time the APA was signed? 28 A. As of March 1, 2019? 29 A. As of March 1, 2019? 20 Q. And how would you describe the Foreclosure 20 Q. Sa of the date you made the first loan. 21 A. The first loan to Windspeed? 22 A. Yes. 23 Q. If you'd venever had any other asset in purchase agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? 21 G. Okay. And you've never had any other asset in purchase agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? 25 G. Didy you related that time that Super G was an independent – an entity independent of Windspeed? 29 A. Yes. 20 Q. If you'd take a look at Plaintiff's 29 A. Yes.	16		16	
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Page 264 A. Yes. Q. And they're all dated effective March 1, 2019, correct? A. Yes. Q. And these exhibits, the Bill of Sale, the A. Sesignment and Assumption Agreement and Amended Loan Agreement, those were done to effectuate the Foreclosure Sale Agreement? A. Yes. Q. And these exhibits, the Bill of Sale, the Assignment and Assumption Agreement and Amended Loan Agreement, those were done to effectuate the Foreclosure Sale Agreement? A. In July of 2017. ACET was a new loan client being onboarded into Super G Capital in the ordinary course of business. Q. And how would you describe your relationship with — Super G's relationship with Windspeed? A. As of what date? Q. As of the date you made the first loan. A. The first loan to Windspeed? Q. Yes. A. The first loan to Windspeed? A. The \$200,000 loan? It was — the relationship was cordial, cooperative; and I was hopeful that the new money we provided for working capital would result in a better outcome than ACET, and a better outcome than we know happened in hindsight. A. No. Q. And it was your intent to sign the Foreclosure Sale Agreement very course of business. A. As of what date? Q. As of the date you made the first loan. A. The first loan to Windspeed? Q. Yes. 3. A. The \$200,000 loan? It was — the relationship was cordial, cooperative; and I was hopeful that the new money we provided for working capital would result in a better outcome than ACET, and a better outcome than we know happened in hindsight. Q. Did you feel at that time that Super G was an independent — an entity independent of Windspeed? A. Yes. Q. Did you feel at that time that Super G was an independent — an entity independent of Windspeed? A. Yes. Q. Did you feel at was hopeful that the new money we provided for working capital would result in a better outcome than ACET, and a better outcome than we know happened in hindsight. Q. Did you feel at that time that Super G was an independent — an entity independent of Windspeed? A. Yes. Q. Then, real quickly, Mr. Cole, if	23		23	Q. How about at the time the APA was signed?
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A. 168. A. Snort version, graduated renn State University	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Yes. Q. And they're all dated effective March 1, 2019, correct? A. Yes. Q. And these exhibits, the Bill of Sale, the Assignment and Assumption Agreement and Amended Loan Agreement, those were done to effectuate the Foreclosure Sale Agreement? A. Yes. Q. Have you ever had any other similar agreements or any type of purchase or sale agreements with Windspeed other than these documents involved in the Foreclosure Sale Agreement? A. I don't I cannot think of any. Well, there's the op there's the operating agreement. Q. Okay. And you've never had any other asset purchase agreement of any kind with Windspeed other than this Foreclosure Sale Agreement? A. No. Q. And it was your intent to sign the Foreclosure Sale Agreement where provided? A. Yes. Q. If you'd take a look at Plaintiff's	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. (BY MR. PERRIN) No, that's the Foreclosure Sale Agreement. I'm going back to the original APA transaction in July of 2017. A. In July of 2017, ACET was a new loan client being onboarded into Super G Capital in the ordinary course of business. Q. And how would you describe your relationship with Super G's relationship with Windspeed? A. As of what date? Q. As of the date you made the first loan. A. The first loan to Windspeed? Q. Yes. A. The \$200,000 loan? It was the relationship was cordial, cooperative; and I was hopeful that the new money we provided for working capital would result in a better outcome than ACET, and a better outcome than we know happened in hindsight. Q. Did you feel at that time that Super G was an independent an entity independent of Windspeed? A. Yes. Q. Then, real quickly, Mr. Cole, if you would, walk me through your history since your college degree and any postgraduate degrees and your working history
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Page 267 Page 269 1 1997 with a bachelor's in finance. I went to work as an 1 Q. (BY MR. FREEMAN) I'm not suggesting; I'm 2 investment banking analyst for less than two years. I 2 asking. Are you concerned about your company being 3 entered a private equity firm known as Mellon Ventures 3 4 in 2000 -- in 1999. I had a -- over a four-year or 4 A. Which company? 5 5 Q. SG Partners -- SG Credit Partners. five-year period, I was promoted several times. Did 6 A. Well, SG Credit Partners was not in existence buyouts, private equity investments and mezzanine loans. 6 7 7 I left Mellon Ventures in 2004 to be a at the time, so I wouldn't expect it to be -- and it did 8 8 partner in what you would now refer to as a not purchase the ACET or Windspeed loans, so I would not 9 9 single-family office. I made investments and loans over expect it to be named. Q. Was it -- was this loan not part of the 10 10 a seven-year period. I cofounded a business while in 11 that role that I am still a director of today. And 11 division that was ultimately transferred over to SG? 12 through that experience, I met -- I purchased a business 12 A. The loan was not transferred, no. Specific 13 in Chicago from an entrepreneur in California named 13 performing assets were purchased at arm's length; but, unfortunately for Darrin Ginsberg, my new partners had 14 Darrin Ginsberg, who became a friend and mentor. And in 14 15 15 no interest in purchasing non-performing loans. 2013, I moved to Newport Beach, California, to join 16 Super G Capital and work with Darrin Ginsberg. 16 MR. FREEMAN: Objection, nonresponsive. 17 And in 2018, I cofounded SG Credit 17 Q. (BY MR. PERRIN) There was discussion earlier 18 Partners, which I lead today. And in 2019, we sold SG 18 about the seller's data or some projections being 19 Credit Partners to the private investors that I 19 misstated or incorrect. Do you recall that during your 20 mentioned earlier in my deposition. And that is my 20 deposition today? 2.1 21 A. Yes. occupation. 22 Q. So since 1999, you've been involved in private 22 MR. FREEMAN: Ed, was that Exhibit 7, 23 equity and lending? 23 Defendants' Exhibit 7? 2.4 A. Correct. 2.4 MR. PERRIN: He was asked about any 25 Q. When ACET Global originally went into default, 25 exhibit. Page 270 Page 268 1 why did Super G not foreclose at that time? 1 MR. FREEMAN: No, just about the cash 2 2 A. I did not have the portfolio management team flow. 3 3 or resources in place at Super G Capital at that time to MR. PERRIN: I don't understand your 4 move as swiftly and aggressively as a lender should; and 4 question. 5 5 I was, having had other loan losses, looking to both MR. FREEMAN: Okay. Can we put 6 mitigate a loss and, if possible, defer a loss while we 6 Defendants' Exhibit 7 on the screen, P&L tab? 7 7 were growing our balance sheet. I believed that we had MR. BLAKLEY: Hey, Karen, as Chase works 8 8 a small investment firm that would support the company on that, can you let me know on the record time where 9 and was hopeful, as you saw in the email correspondence 9 we're at? 10 with Steve, that different management and capital 10 THE REPORTER: I'm sorry. Say that again, 11 support would result in Super G Capital's either full 11 Chase. 12 recovery of capital or mitigating the loss of capital. 12 MR. BLAKLEY: This is J.D. 13 MR. PERRIN: Mr. Cole, I think I will 13 THE REPORTER: Oh, J.D. Yeah. 14 14 MR. BLAKLEY: Do you know where we're at pass the witness. 15 MS. HARD-WILSON: We have no further 15 on the record time? THE REPORTER: Yes. We are at one hour 16 questions for Mr. Cole. 16 MR. FREEMAN: I have a little re-cross. and 26 minutes. 17 17 18 **EXAMINATION** 18 MR. BLAKLEY: Okay. 19 BY MR. FREEMAN: 19 MR. FREEMAN: J.D., I'm not expecting 20 2.0 Q. Mr. Cole, good to see you again. this to go too long. 21 A. Mr. Freeman. 21 MR. BLAKLEY: Well, you've got four 22 Q. Mr. Cole, are you concerned about being named 22 minutes. 23 as a defendant in this case? 23 MR. FREEMAN: Four minutes? No. 24 MR. BLAKLEY: Objection, form. 24 MR. PERRIN: That was the agreement for 25 A. Well, I wasn't until you just suggested it. 25 coming back today, if you recall, hour-and-a-half record

	Page 271		Page 273
1	time.	1	Q. Who provided these cash flow projections to
2	MR. FREEMAN: Then we're going to have to	2	Super G?
3	do we're going to have to do it further. I'm going	3	MR. PERRIN: Objection, form.
4	to need about 10 to 15.	4	Q. (BY MR. FREEMAN) Did Tomer Damti provide them
5	MR. BLAKLEY: I believe you've used more	5	to Super G?
6	than six hours of time, Jason.	6	A. I don't know who provided them.
7	MR. FREEMAN: No, I didn't. Guys, let's	7	Q. Did the Baymark parties provide them to Super
8	just let's just get this over with.	8	G?
9	THE WITNESS: Let's get it over with, if	9	MR. BLAKLEY: Objection, form.
10	we can. I've got a	10	MR. PERRIN: Objection, form.
11	MR. BLAKLEY: My recollection is that	11	A. Mr. Freeman, I'm not trying to avoid the
12	Mr. Freeman used five hours and 41 minutes on Monday.	12	question. I
13	So you have 19 minutes, including what you've used so	13	Q. (BY MR. FREEMAN) Just not sure?
14	far today.	14	A. The way material makes it to me is in a
15	MR. FREEMAN: I'll try not to use all of	15	consolidated form prepared by the investment team.
16	it.	16	Q. Let me ask you some questions on this. If the
17	MR. BLAKLEY: Okay.	17	figures there that you see were based on management
18	Q. (BY MR. FREEMAN) Mr. Cole, you mentioned that	18	new management diverting income, would that undermine
19	you believed the seller's data was misstated?	19	your conclusion about whether the projections provided
20	MR. PERRIN: Objection, form.	20	to Super G were correct?
21	Q. (BY MR. FREEMAN) Is that correct?	21	MR. PERRIN: Objection, form.
22	A. I don't think so.	22	A. Could you ask the question a different way?
23	Q. What did you believe was misstated? Was it	23	Q. (BY MR. FREEMAN) Yes
24	the cash flow projections?	24	A. I can see where it's going, but I was told not
25	MR. BLAKLEY: Objection, form.	25	to speculate.
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	Page 272		Page 274
1	Page 272 MR. PERRIN: Objection, form.	1	Page 274 Q. Yeah. If new management had diverted income,
1 2		1 2	
	MR. PERRIN: Objection, form.		Q. Yeah. If new management had diverted income,
2	MR. PERRIN: Objection, form. A. I'm not sure how to answer the question. I	2	Q. Yeah. If new management had diverted income, would that undermine your conclusion that the seller
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	Page 275		Page 277
1	your conclusion?	1	MR. FREEMAN: It's all the way to the
2	MR. PERRIN: Objection, form.	2	left. There you go.
3	A. I'm going to try to answer specifically.	3	THE WITNESS: He had it before.
4	Q. (BY MR. FREEMAN) Let me withdraw that	4	MR. FREEMAN: Yeah.
5	question for you. Let me ask it a different way.	5	THE WITNESS: This is the balance sheet?
6	If ACET Global's new management had	6	MR. FREEMAN: I think it's at the very
7	intended to transfer ACET Global's assets to another	7	top. There you go.
8	company to defraud the seller, would that undermine your	8	A. There appears to be I see what's called
9	conclusion?	9	"old debt," which may have been the Bank of America
10	MR. PERRIN: Objection, form.	10	line
11	A. Well, it would be that action would be in	11	Q. (BY MR. FREEMAN) Just to
12	breach of the loan agreement and defrauding Super G	12	MR. FREEMAN: Can I
13	Capital.	13	MR. PERRIN: I would like you to let the
14	Q. (BY MR. FREEMAN) But that can would that	14	witness finish answering the question.
15	undermine your conclusion that the seller provided	15	MR. FREEMAN: It's not the it's not the
16	incorrect data?	16	exhibit I've asked for.
17	MR. PERRIN: Objection, form.	17	THE VIDEOGRAPHER: I'm sorry. Defendants'
18	A. Again, I the projections that I'm reviewing	18	Exhibit 7 is an Excel spreadsheet. I have it in a PDF
19	are are significantly inconsistent with the	19	format. So I'm not
20	historical business. But it would be an important data	20	MR. FREEMAN: Can I take control of the
21	point as to who provided Super G Capital those	21	screen and produce it on mine?
22	projections, and I can't answer it.	22	THE VIDEOGRAPHER: I believe so. Give me
23	Q. (BY MR. FREEMAN) Okay. And on those those	23	a second.
24	projections that Exhibit 7, on those cash flow	24	Q. (BY MR. FREEMAN) Mr. Cole, I'll ask you a
25	projections, did that include an item for management	25	couple of questions and come back to that.
	Page 276		Page 278
1	Page 276 fees?	1	Page 278 THE VIDEOGRAPHER: You should have control
1 2		1 2	
	fees?		THE VIDEOGRAPHER: You should have control
2	fees? MR. PERRIN: Objection, form.	2	THE VIDEOGRAPHER: You should have control of it now.
2 3	fees? MR. PERRIN: Objection, form. A. The investment committee summary that I'm	2 3	THE VIDEOGRAPHER: You should have control of it now. MR. FREEMAN: It says you are sharing, so
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	Page 279		Page 281
1	for "professional fees"?	1	Q. (BY MR. FREEMAN) Okay.
2	MR. PERRIN: Objection, form.	2	A. And I'm not you're showing me a
3	A. I see "management adjustment."	3	spreadsheet. I'm not sure whose spreadsheet this is,
4	Q. (BY MR. FREEMAN) Okay. So there's an	4	but I'm my comments earlier about the projections
5	adjustment for "management adjustment." Is there an	5	being overstated reflect the numbers of \$5 million of
6	adjustment for "owner compensation"?	6	revenue and almost 2 million of adjusted EBITDA for the
7	A. I don't see that in the add backs.	7	year 2017 that are in my investment summary.
8	Q. No?	8	Q. So Super G didn't even have this Exhibit 7
9	A. No.	9	when it made the 2017 loan, did it?
10	Q. If you look on Line 60?	10	A. I don't know.
11	A. I see 201,000 of management adjustments.	11	MR. PERRIN: Objection, form.
12	Q. Okay. Yeah, management adjustments. Do we	12	Q. (BY MR. FREEMAN) Would you be familiar with
13	have a due diligence adjustment?	13	the metadata on this form that indicates it has an
14	A. \$2,000 in 2017.	14	author of Matt?
15	Q. And are there pro forma adjustments?	15	MR. PERRIN: Objection, form.
16	A. No, none.	16	A. Okay. Can you ask that question differently?
17	Q. Are you sure about that? Not in 2017 solely.	17	Q. (BY MR. FREEMAN) Are you familiar with the
18	A. Well, I see in other periods, yes.	18	metadata on this document and that it reflects an author
19	Q. Okay. Are there any Baymark fees listed, like	19	named Matt?
20	on Line 71?	20	A. I'm not familiar with the document.
21	MR. PERRIN: Objection, form.	21	Q. Are you familiar that the metadata reflects
22	A. 29,000 and change in 2017.	22	that this document was created on January 31st, 2018 at
23	Q. (BY MR. FREEMAN) Okay. And under that due	23	3:11 p.m.?
24	diligence form, is there a "QOE" in parentheses?	24	MR. PERRIN: Objection, form.
25	A. Yes.	25	MR. FREEMAN: I would like to put
	Page 280		Page 282
1	Q. And do you understand that to refer to	1	Exhibit 12 up. This is Defendants' Exhibit 12. The
2	"quality of earnings"?	2	other spreadsheet, ACET Flow of Funds.
3	A. I do.	3	Q. (BY MR. FREEMAN) Mr. Cole, were you familiar
4	Q. And if you'll look to the fifth tab in this	4	with this document?
5	spreadsheet, "QOE Adjustment," do you know who prepared	5	A. I was as of this morning.
6	this spreadsheet tab?	6	Q. Super G didn't have this exact document in its
7	A. I do not.	7	files when it made the loan in 2017, did it?
8	MR. PERRIN: Objection, form.	8	A. I don't know
_	Q. (BY MR. FREEMAN) Does it reflect management	9	MR. PERRIN: Objection, form.
10	adjustments?	10	A the answer to that.
11	A. Yes, significant.	11	Q. (BY MR. FREEMAN) Are you familiar with its
12	Q. Does it reflect bad debt expenses?	12	author, Kyle Hynden?
	A Voc	1 7	
13	A. Yes.	13	A. I don't know that name.
14	MR. PERRIN: Objection, form.	14	MR. PERRIN: Objection, form.
14 15	MR. PERRIN: Objection, form. Q. (BY MR. FREEMAN) Does what specifically on	14 15	MR. PERRIN: Objection, form. Q. (BY MR. FREEMAN) For the Cortec Group?
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1	Page 283		Page 285
	A. Yes.	1	MR. PERRIN: Objection, form.
2	Q. And that was the foreclosure notice?	2	A. Again, I don't know who prepared the
3	A. Yes, January 2019.	3	projections, the buyer or the seller, that Super G
4	Q. And that notice was returned to sender, was it	4	Capital underwrote.
5	not?	5	Q. (BY MR. FREEMAN) So based upon that, you
6	MR. PERRIN: Objection, form.	6	don't really have a basis to conclude that the seller
7	A. No, that's not my knowledge.	7	provided any inaccurate or false projections, do you?
8	Q. (BY MR. FREEMAN) It wasn't returned to sender	8	MR. PERRIN: Objection, form.
9	stamped by the Post Office February 2nd, 2019?	9	A. No. And I don't believe that I said that they
10	MR. PERRIN: Objection, form.	10	did.
11	A. I don't recall that, no.	11	Q. (BY MR. FREEMAN) Okay. So it's not your
12	Q. (BY MR. FREEMAN) No? Could that be because	12	opinion that the seller of assets to ACET Global
13	it was returned to Baymark Partners, LP, and ACET	13	provided incorrect projections in any respect?
14	Global, LLC, attention David Hook?	14	A. I'm not knowledgeable to make that opinion. I
15	MR. PERRIN: Objection, form.	15	stand by my statement that the projections in Super G
16	A. The letter that I sent	16	Capital's possession as presented to me in summary form
17	Q. (BY MR. FREEMAN) Correct.	17	appear to be overstated.
18	A from my office was returned to Baymark?	18	Q. Okay. And just a couple last questions. Is
19	Q. Did Baymark Partners, LP, send that notice?	19	it customary to sign a loan agreement several weeks
20	A. I don't believe so because I was carefully	20	after the date of the document?
21	following protocol to provide notice. I would have	21	MR. BLAKLEY: Objection, form.
22	known that.	22	A. No, that's not customary.
23	Q. Okay. You mentioned you didn't have a team in	23	Q. (BY MR. FREEMAN) Did you sign any loan
24	place to do the foreclosure in 2018?	24	documents here after they were signed by William Szeto?
25	A. To do the portfolio management.	25	A. I don't know. I'm not sure. It's it was
	Page 284		Page 286
1	Q. Right. Did Super G grow significantly	1	Super G Capital's procedure back before the use of
2	during throughout 2018?	l .	
_		2	DocuSign that the borrower would sign, would send the
3	A. Yes.	3	
4	A. Yes. Q. What wasn't that the year that you started		DocuSign that the borrower would sign, would send the agreement to Super G Capital's office, and then a Super G Capital representative would sign upon receipt.
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4	Q. What wasn't that the year that you started	3 4	agreement to Super G Capital's office, and then a Super G Capital representative would sign upon receipt.
4 5	Q. What wasn't that the year that you started SG?	3 4 5	agreement to Super G Capital's office, and then a Super G Capital representative would sign upon receipt. Q. Okay.
4 5 6	Q. What wasn't that the year that you started SG? A. My team worked for Super G Capital until we	3 4 5 6	agreement to Super G Capital's office, and then a Super G Capital representative would sign upon receipt. Q. Okay. MR. FREEMAN: I believe that's all the
4 5 6 7	Q. What wasn't that the year that you started SG? A. My team worked for Super G Capital until we we formed the legal entity in 2018, and we joined SG	3 4 5 6 7	agreement to Super G Capital's office, and then a Super G Capital representative would sign upon receipt. Q. Okay. MR. FREEMAN: I believe that's all the questions I have. Pass the witness.
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Page 287	Page 289
1 CHANGES AND SIGNATURE	1 NO. DC-19-09828
2 WITNESS NAME: MARC COLE	2 D&T PARTNERS, LLC) IN THE DISTRICT COURT
3 DATE OF DEPOSITION: April 1, 2021	(Successor in interest to) 3 ACET VENTURE PARTNERS,)
4 PAGE LINE CHANGE REASON	LLC),
5	4)
6) DALLAS COUNTY, TEXAS 5 Plaintiffs)
_)
8	6 VS.)
) 7 ACET GLOBAL, LLC; BAYMARK) 116th JUDICIAL DISTRICT
9	ACET OLOBAL, ELC, BATMARK) THOUTODICIAL DISTRICT ACET HOLDCO, LLC; BAYMARK)
10	8 MANAGEMENT, LCC; BAYMARK)
11	MANAGEMENT, LLC; BAYMARK 9 PARTNERS; DAVID HOOK;
12	TONY LUDLOW; and
13	10 WINDSPEED TRADING, LLC,
14	11 12 Defendants
15	12 Defendants 13
16	REPORTER'S CERTIFICATION
17	14 DEPOSITION OF MARC COLE
18	April 1, 2021
19	16 I, Karen Usher, Certified Shorthand Reporter in and
20	17 for the State of Texas, hereby certify to the following: 18 That the witness, MARC COLE, was duly sworn by the
21	19 officer and that the transcript of the oral deposition
22	20 is a true record of the testimony given by the witness;
23	That the deposition transcript was submitted on APRIL 26, 2021 to the witness or to the attorney for the
24	22 APRIL 20, 2021 to the witness or to the attorney for the witness for examination, signature and return to me by
25	24 MAY 16, 2021;
	That the amount of time used by each party at the
Page 288	Page 290
1 I, MARC COLE, have read the foregoing	1 deposition is as follows:
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	Dama 201	
	Page 291	
1	FURTHER CERTIFICATION UNDER RULE 203 TRCP	
2	The original deposition was was not	
3	returned to the deposition officer;	
4	If returned, the attached Changes and Signature	
5	page contains any changes and the reasons therefore;	
6	If returned, the original deposition was delivered	
7 8	to MR. JASON FREEMAN, Custodial Attorney;	
9	That \$ is the deposition officer's charges to the Plaintiff for preparing the original	
10	deposition transcript and any copies of exhibits;	
11	That the deposition was delivered in accordance	
12	with Rule 203.3, and that a copy of this certificate was	
13	served on all parties shown herein on and filed with the	
14	Clerk.	
15	Certified to by me this day of, 2021.	
16		
17		
18	MARWITA DENI HOVER COR " 550	
19	MARY KAREN USHER, CSR # 5536	
1 19	Expiration: 1/31/2022 Firm Registration # 10278	
20	USHER REPORTING SERVICES	
	1326 Lochness Drive	
21	Allen, Texas 75013	
	(214) 755-1612	
22	karen@usherreporting.com	
23		
24		
25		
I		